

Memorandum



Date: January 20, 2005

Agenda Item No. 7(A)(1)(B)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Subject: Project Specific Services Agreement, Building 890/25 Overhaul ADF
Miami International Airport

The attached Project Specific Services Agreement between Gurri Matute, P.A. and Miami-Dade County has been prepared by the Miami-Dade Aviation Department and is recommended for approval by the Board. It is further recommended that the Board authorize the County Manager or his designee to execute said contract for and on behalf of the County, and to exercise any cancellation provisions therein. This project is funded by Aviation Reserve Maintenance funds and is not part of the Capital Improvements Program (CIP).

Project: Building 890/25 Overhaul ADF

Project No.: A04-MDAD-01/D099B

Project Location: Miami International Airport

Project Description: The scope of services includes, but is not limited to, providing complete professional architectural, engineering, and construction administration services to execute life safety work and required repairs for building/life safety code requirements and upgrades for Building 890/25. The Consultant shall provide construction document preparation that identifies each problem, its location and repair method, bidding assistance, and construction administration. Known repairs include: refurbishment of hangar doors; repairs to the electrical and heat, ventilation and air conditioning (HVAC) systems; fire alarm and life safety upgrades; compliance with the requirements of the Americans with Disabilities Act; compliance with current code requirements; and exterior painting. The Consultant shall coordinate scope of work with anticipated Florida Power and Light (FPL) lighting retrofit and replacement of air handling units (AHU) and AHU controls work. The scope of this project is defined as a grouping of substantially similar construction, rehabilitation, and renovation activities. It is MDAD's intent to break this design work into multiple packages to facilitate bidding and construction in order to expedite occupancy of the hangar, offices and shops. The estimated construction budget for this project is \$6,150,000.

Firm: Gurri Matute, P.A.

Location of Firm: Coral Gables, Florida

Subconsultant (s): Civil Works, Inc.
Douglas Wood & Associates, Inc.
Planning and Economics Group, Inc.
William A. Berry & Associates, Inc.

Selection Process: In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection, and negotiation procedures, the Evaluation Selection Committee held a First Tier selection process meeting to review the available information regarding the ten (10) respondents, where all but one (1) met all of the minimum submittal requirements for the project. The firm of Gurri Matute, P.A. was chosen as the Committees' primary selection. With the County Manager's approval to move forward with the negotiation process, the Negotiation Committee successfully negotiated an agreement with this first ranked firm.

Amount of

Recommended Agreement: \$997,312.50 (basic services fee of \$700,000; additional services which include work site services of \$80,000; reimbursable expenses of \$90,000; dedicated services for financial feasibility studies for tenant occupancies and services related to life safety improvements of \$115,000; and the Inspector General and IPSIG audit accounts)

Inspector General: \$ 2,462.50

IPSIG: \$ 9,850.00

Living Wage: Not applicable

Term of Agreement: The term of this Agreement shall be for three (3) years and shall begin upon execution by the parties and shall be in effect until all services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the services accepted, whichever may be later.

Advertisement Date: March 2, 2004

**Recommended Contract
Measures:**

CBE Set Aside

**Contract Measures
Achieved at Award:**

CBE Set Aside

Using Agency:

Miami-Dade Aviation Department

Managing Agency:

Miami-Dade Aviation Department

Funding Source:

Reserve Maintenance Funds

Company Principal(s):

Daphne I. Gurri, AIA
Jose G. Matute, AIA

**Gender, Ethnicity and
Ownership Breakdown:**

Hispanic Female – 55%
Hispanic Male – 45%

How Long in Business:

Since 1996

**Previous Agreements with
the County:**

Five agreements for a total of \$903,039
(See attached DBD A&E Firm History Report)

Affirmative Action

Expiration Date:

August 31, 2005

Allowances/Contingency

Ordinance No. 00-65:

Within guidelines



Assistant County Manager




MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: January 20, 2005

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(A)(1)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Agenda Item No. 7(A)(1)(B)

Veto _____

01-20-05

Override _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PROJECT SPECIFIC
SERVICES AGREEMENT WITH GURRI MATUTE, P.A.,
FOR BUILDING 890/25 OVERHAUL ADF, PROJECT NO.
A02-MDAD-01/D099B AT MIAMI INTERNATIONAL
AIRPORT, AUTHORIZING COUNTY MANAGER TO
EXECUTE SAME AND TO EXERCISE CANCELLATION AND
TERMINATION PROVISIONS THEREOF**

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board Approves the Project Specific Services Agreement with Gurri Matute, P.A., Project No. A02-MDAD-01/D099B at Miami International Airport, in substantially the form attached hereto, in a contract amount of up to \$997,312.50 for a term of the later of (a) up to three (3) years, or (b) until all service orders issued during the term are completed; all as more particularly set forth in the accompanying memorandum from the County Manager; authorizes County Manager or his designee to execute same on behalf of the County and to exercise cancellation and termination provisions thereof.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put

to a vote, the vote was as follows:

| | |
|-------------------------------|--------------------------|
| Joe A. Martinez, Chairman | |
| Dennis C. Moss, Vice-Chairman | |
| Bruno A. Barreiro | Dr. Barbara Carey-Shuler |
| Jose "Pepe" Diaz | Carlos A. Gimenez |
| Sally A. Heyman | Barbara J. Jordan |
| Dorrin D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Deborah Bovarnick Mastin

DBM



MIAMI DADE COUNTY
A&E Firm History Report
From: 01/01/1999 To: 10/01/2004

PRIMES

FIRM NAME: GURRI MATUTE, P.A.
801 Monterey St, 205-A
Coral Gables, FL 33134

| PROJECT # | CONTRACT | DEPT. | MEASURES | AWARD DATE | AWARD AMOUNT | PAID TO PRIME AS OF | REQ TO DATE REPORTED | DATE | SUBCONTRACTORS |
|--------------|----------|-------|------------------------------|------------|------------------|----------------------|----------------------|------|--|
| MIA-769-R-1 | 1 | AV-AA | GOAL HBE 21% GOAL WBE 79% | 04/06/2001 | \$444,275 | \$361,906 07/31/2004 | \$0 | | * FRANYE ENGINEERS, INC. - \$3,846.30 * HANSCOMB INC. - \$17,600.00 * SAN MARTIN ASSOCIATES, INC. - \$12,200.00 |
| | | | | | <u>\$444,275</u> | | | | |
| EDP-AV-EF341 | 1 | AV | NO MEASURE | 07/30/2002 | \$167,756 | \$77,799 | \$0 | | * SDM CONSULTING ENGINEERS, INC. - \$0.00 |
| | | | | | <u>\$167,756</u> | | | | |
| EDP-AV-EF318 | 1 | AV | NO MEASURE | 12/16/2002 | \$100,000 | \$25,420 | \$0 | | |
| | | | | | <u>\$100,000</u> | | | | |
| EDP-AV-EF365 | 1 | AV | NO MEASURE | 01/28/2003 | \$7,000 | \$20,228 | \$0 | | * ARVELO & ASSOCIATES, INC. - \$1,875.00 * LOUIS J. AGUIRRE & ASSOCIATES, P.A. - \$1,120.00 |
| | | | | | <u>\$7,000</u> | | | | |
| MIA-776B-8 | 1 | AV-AA | NO MEASURE | 03/18/2003 | \$184,008 | \$139,891 07/31/2004 | \$0 | | * BASULTO & ASSOCIATES, INC. - \$19,400.00 * LOUIS J. AGUIRRE & ASSOCIATES, P.A. - \$18,898.00 * SAN MARTIN ASSOCIATES, INC. - \$1,600.00 * SDM CONSULTING ENGINEERS, INC. - \$6,408.00 |
| | | | | | <u>\$184,008</u> | | | | |



MIAMI DADE COUNTY
A&E Firm History Report
From: 01/01/1999 To: 10/01/2004

PRIMES

FIRM NAME: GURRI MATUTE, P.A.
801 Monterey St, 205-A
Coral Gables, FL 33134

| PROJECT # | CONTRACT | DEPT. | MEASURES | AWARD DATE | AWARD AMOUNT | PAID TO PRIME AS OF | REQ TO DATE REPORTED | DATE | SUBCONTRACTORS |
|-------------------------------------|----------|-------|----------|------------|--------------|---------------------|----------------------|------|----------------|
| Total Award Amount | | | | | \$903,039 | | | | |
| Total Change Orders Approved by BCC | | | | | \$0 | | | | |
| Total Change Orders Pending | | | | | \$903,039 | | | | |
| | | | | | \$0 | | | | |
| | | | | | \$903,039 | | | | |

Memorandum

MIAMI-DADE
COUNTY

Date: October 15, 2004

To: George M. Burgess
County Manager

From: Susan H. Pascul, Project Manager
Aviation Sr. Procurement Contracts Officer
MDAD Contracts Administration Division

Subject: Building 890/25 Overhaul ADF

Attached are six copies of the proposed Project Specific Services Agreement for the Building 890/25 Overhaul ADF project, negotiated by County staff with the firm of Gurri Matute, P.A.

Description of Project

The scope of services include but are not limited to providing complete professional architectural, engineering, and construction administration services to execute life safety work and required repairs for building/life safety code requirements upgrades for Building 890/25. The Consultant shall provide construction document preparation that identifies each problem, its location and repair method, bidding assistance, and construction administration. Known repairs include: refurbishment of hangar doors, repairs to the electrical and heat, ventilation and air conditioning (HVAC) systems, fire alarm and life safety upgrades, compliance with the requirements of the Americans with Disabilities Act, compliance with current code requirements, and exterior painting. Consultants shall coordinate scope of work with anticipated Florida Power and Light (FPL) lighting retrofit and replacement of air handling unit's (AHU) and controls work. The scope of this project is defined as a grouping of substantially similar construction, rehabilitation, and renovation activities. It is MDAD's intent to break this design work into multiple packages to facilitate bidding and construction in order to expedite occupancy of the hangar, offices and shops. The estimated construction budget for this project is \$6,150,000.00.

Cost of Project, Source of Funding and Consulting Fees

Fees to the Consultant under this Agreement shall not exceed \$997,312.50, which include a basic services fee of \$700,000; additional services which include work site services of \$80,000; reimbursable expenses of \$90,000; dedicated services for financial feasibility studies for tenant occupancies and services related to life safety improvements of \$115,000; an audit account for the Independent Private Sector Inspector General for \$9,850.00 and an audit account for the Inspector General for \$2,462.50. The Consultant's fees for the project shall be funded by Reserve Maintenance Funds.

Estimated Project Time Table

This term of this Agreement shall be for three (3) years and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

Consultant Selection Process

In accordance with Chapter 287.055 of the Florida Statutes and Chapter 2-10.4 of the Code of Miami-Dade County, both of which govern certification, selection, and negotiation procedures, the Evaluation Selection Committee held a First Tier selection process meeting on May 5, 2004 to review the available information regarding the ten (10) respondents where all but one (1) met all of the minimum submittal requirements for the project. At this First Tier selection process meeting, the Evaluation/Selection Committee decided to waive the Second-Tier selection process to make its final recommendation and submitted the names of three (3) firms as being the highest ranked responsive and responsible proposers to provide the desired services, listed in their ranking order for your further consideration as to order of preference for negotiation of a professional services agreement. Subsequently, and in further compliance with Chapter 2-10.4, your office ranked the firms submitted by the Selection Committee and appointed a Negotiation Committee. A satisfactory agreement was negotiated with the first-ranked firm, Gurri Matute, P.A.

cc: Clerk of the Board of County Commissioners

Consultant Selection Committee

Fernando V. Ponassi, CICC, Chairperson, Non-voting member
Antolin Carbonell, MDAD
Byron Dowell, MDAD
Michael Yaskin, PR
Maria Rodriguez-Porto, OCED
Veronica Robinson, DBD

Negotiation Committee

Fernando V. Ponassi, CICC, Chairperson, Non-voting member
Antolin Carbonell, MDAD
Byron Dowell, MDAD
Michael Yaskin, PR



MEMORANDUM

TO: Roger Hernstadt
Capital Improvements Coordinator
Office of Capital Improvements Construction
Coordination

DATE: May 11, 2004

FROM: *Luisa M. Donovan*
Luisa Millan Donovan, Division Director
Office of Capital Improvements
Construction Coordination

SUBJECT: MIA Building 890/250 Overhaul
CICC Project No. A04-MDAD-01

The evaluation and selection of consultant(s) for the above referenced solicitation has been concluded. The attached documentation is the competitive selection committee's recommendation(s) to the County Manager for negotiations. The following summary of information is for the above referenced solicitation:

- January 29, 2004 - Request to Advertise received
- February 11, 2004 - The Review Committee approved to modify the original project number A03-MDAD-01 to CICC Project No. A04-MDAD-01.
- February 27, 2004 - NTPC approved by MDAD/Advertisement
- March 26, 2004 - Proposals submitted
- March 30, 2004 - Compliance Review requested to DBD
- May 4, 2004 - Compliance Review received from DBD
- May 5, 2004 - First-Tier Meeting



MEMORANDUM

TO: Fernando V. Ponassi, CICC, Chairperson
Competitive Selection Committee

DATE: May 17, 2004

FROM: George M. Burgess
County Manager

SUBJECT: NEGOTIATION AUTHORIZATION
Miami-Dade Aviation Department
MIA Building 890/25 Overhaul ADF
CICC Project No. A04-MDAD-01

With reference to your report of May 10, 2004 (copy attached) concerning the above captioned subject, this is to advise you that pursuant to Section 2-10.4 (6) of the Code of Miami-Dade County, I hereby approve the selection of the following consulting firms in the following order of preference for the above-referenced project:

SELECTION FOR PSA NEGOTIATION
ONE (1) AGREEMENT, 100% CBE SET-ASIDE MEASURES
A04-MDAD-01

RANKING OF RESPONDENTS

Gurri Matute, P.A.

Subconsultants

William A. Berry & Associates, Inc.

Douglas Wood & Associates, Inc.

Civil Works, Inc.

Planning and Economics Group, Inc.

The following teams of firms are the alternates:

1. Architects International, Inc.

Sub-consultant

Vital Engineering, P.A.

2. Sixto Architect, Inc.

Sub-consultants

Network Engineering Services, Inc.

Douglas Wood & Associates, Inc.

M.E.P. Engineering, Corp.

Planning and Economics Group, Inc.

HP Consultants Inc.

Furthermore, pursuant to the above referenced code, I hereby appoint the following Negotiation Committee for the purpose of negotiating a non-exclusive professional service agreement with the top ranked firm, as listed above:

1. Antolin Carbonell, MDAD
2. Byron Dowell, MDAD
3. Michael Yaskin, P&R

The Negotiation Committee is to proceed with the agreement negotiations pursuant to Section 6 of the above-mentioned Code, and submit the signed agreement(s) ready to be presented to the County Commission for final approval to this office no later than 60 days from the date of this memorandum. Along with the signed agreement(s), transmit a cover memorandum from the Negotiation Committee to the County Manager to include the below listed information, for submission to the Board of County Commissioners as an attachment to the County Manager's memorandum to the Board:

1. A general description of the project(s).
2. The total cost of the project and source of funding.
3. A brief description of the selection process.
4. All consultant fees and how compensation amounts were computed.
5. Estimated project timetables, including the project completion date.

If a satisfactory agreement cannot be reached within the 60-day period, a report is required to be prepared fully explaining all problems resulting from the negotiations, including a request for authorization to begin negotiations with the next scheduled alternate. If negotiations are proceeding within a reasonable timeframe, then negotiations are to continue and the report is to be submitted upon completion. The final agreement(s) and report should be sent to this office.

Attachments

pc: Clerk of the Board of County Commissioners
Angela Gittens, Director, Miami-Dade Aviation Department

COMPETITIVE SELECTION COMMITTEE:

Fernando V. Ponassi, CICC, Chairperson
Antolin Carbonell, MDAD
Byron Dowell, MDAD
Veronica Robinson, DBD
Maria Rodriguez-Porto, OCED
Michael Yaskin, P&R



MEMORANDUM

TO: George M. Burgess
County Manager

DATE: May 11, 2004

FROM: Fernando V. Ponassi, CICC, Chairperson
Consultant Selection Committee

SUBJECT: Consultant Selection Report for
MIA Building 890/25 Overhaul ADF
CICC Project No. A04-MDAD-01

This report is submitted to you following the requirements of Section 2-10.4 of the Code of Miami-Dade County.

As authorized by the County Manager's memorandum dated March 3, 2004 the designated committee met on and conducted the consultant selection process for the subject services on May 5, 2004. This process was conducted in accordance with the procedure specified by the above-referenced Code, as described in the attached summary minutes of this meeting.

CONSULTANTS SELECTION COMMITTEE MEETING OF MAY 5, 2004

As advertised in the Metro Calendar, the Consultant Selection Committee (CSC) met to prescreen consultants on May 5, 2004, in the 13th floor, Conference Room "B", at the Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida. The Committee undertook a review of available information regarding the ten (10) respondents to the public notice. It was reported on behalf of the various departments that all but one (1) team met all the minimum submittal requirements for the project, as shown in the compliance status reports completed by the Capital Improvements Construction Coordination Office, and the Department of Business Development.

Pursuant to Administrative Order 3-39, "Standard process for construction of Capital improvements, acquisition of professional services, construction contracting, change orders and reporting", Section II "Acquisition of Professional Services", Sub-section C "Selection Process", "...For the selection of professional services the CSC may waive the Second-Tier selection process by a majority vote and base their selection on the results of the First-Tier ranking only." Subsequent to full consideration of local preference and tiebreakers, the evaluation/selection committee decided by a majority vote to make use of the above-mentioned prerogative, and made its final recommendation to the County Manager that a contract(s) be negotiated with the highest ranked responsive and responsible proposer(s). The highest-ranking teams have been recommended in order of preference, for your review and concurrence. Upon your approval, the County shall enter into negotiations with the recommended proposer(s).

The following respondents were found to be the most highly qualified to provide the required services, as outlined and ranked in the attached summary minutes of the First-Tier meetings, and are listed in ranking order for your further consideration as to the order of preference for the negotiations for one (1) professional services agreement with a **100% CBE SET-ASIDE MEASURES** pertinent to this notice:

ONE (1) AGREEMENT w/100% CBE SET-ASIDE MEASURES

RANKING OF RESPONDENTS

Gurri Matute, P.A.

Subconsultants

William A. Berry & Associates, Inc.

Douglas Wood & Associates, Inc.

Civil Works, Inc.

Planning and Economics Group, Inc.

The following teams of firms are the alternates:

1. Architects International, Inc.
Sub-consultant
Vital Engineering, P.A.
2. Sixto Architect, Inc.
Sub-consultants
Network Engineering Services, Inc.
Douglas Wood & Associates, Inc.
M.E.P. Engineering, Corp.
Planning and Economics Group, Inc.

You may wish to consider the appointment of the following individuals to the Negotiation Committee:

1. Antolin Carbonell, MDAD
2. Byron Dowell, MDAD
3. Michael Yaskin, P&R

Attached are the following items to substantiate the Committee actions taken to date.

- 1) Notice To Professional Consultants
- 2) Selection Committee Approval Memo
- 3) Summary Minutes of First-Tier Meetings on May 5, 2004



MEMORANDUM

To: Those Listed Below

Date: MAR 03 2004

From: George M. Burgess
County Manager

Subject: Evaluation/Selection Committee for the
Miami-Dade Aviation Department for Building
890/25 Overhaul ADF - CICC Project No.
A04-MDAD-01

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Miami-Dade Aviation Department for Building 890/25 Overhaul ADF - CICC Project No. A04-MDAD-01.

SELECTION COMMITTEE

Fernando V. Ponassi, CICC (Non-Voting Chairperson)
Antolin Carbonell, MDAD
Byron Dowell, MDAD
Michael Yaskin, PR
Maria Rodriguez-Porto, OCED
Veronica Robinson, DBD
Akbar Sharifi, MDT (Alternate)

At the introductory meeting, the panel members will receive proposals and instructions regarding the evaluation and selection process. The first-tier selection meeting is scheduled to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed second-tier selection process meeting to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide "cost/revenue" in a separate sealed envelope, "cost/revenue" will be considered separately and after the other criteria have been evaluated.

Request for Selection Committee
Page 2

If you are unable to participate in the Selection process, contact this office through the Department of Business Development (DBD) by memorandum documenting the reason why you cannot participate. Only in cases of dire urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Office of Capital Improvement Construction Coordination's (CICC) Architectural & Engineering Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through the CICC and the DBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

cc: Roger Hernstadt, Director, CICC
Angela Gittens, Director, MDAD
Vivian Donnell Rodriguez, Director, PR
Bryan K. Finnie, Director, OCED
Marsha E. Jackman, Director, DBD
Roosevelt Bradley, Director, MDT

**EVALUATION/SELECTION COMMITTEE
FOR THE MIAMI-DADE AVIATION DEPARTMENT FOR
BUILDING 890/25 OVERHAUL ADF**

CICC PROJECT NO. A04-MDAD-01

| Committee Member/ Title | Department | Start Year With County | Ethnicity/ Gender/ | Education | Professional Licenses | Telephone # |
|---|-------------------|---------------------------------------|-------------------------------|---|----------------------------------|--------------------|
| Fernando V. Ponassi Non-Voting Chairperson | CICC | --- | --- | --- | --- | (305) 375-5637 |
| Antolin Carbonell Architect III | MDAD | 1976 | Hispanic Male | Bachelor of Architecture | R.A. | (305) 876-7316 |
| Byron Dowell Construction Manager 2 | MDAD | 1989 | Black Male | Bachelor of Science in Construction Management | N/A | (305) 869-4016 |
| Michael Yaskin Project Manager | PR | 1993 | White Male | Bachelor of Science in Architecture | N/A | (305) 755-7816 |
| Maria Rodriguez-Porto Engineer 2 | OCED | 1991 | Hispanic Female | Bachelor of Science in Industrial Engineering | N/A | (305) 375-3664 |
| Veronica Robinson Special Projects Administrator 1 | DBD | 1984 | Black Female | Bachelors in Business Administration | N/A | (305) 349-6118 |
| Akbar Sharifi Sr. Professional Engineer (Alternate) | MDT | 1985 | White Male | Bachelor of Science in Civil and Industrial Engineering | P.E. | (305) 375-2180 |

**MIAMI-DADE AVIATION DEPARTMENT
MIA BUILDING 890/25 OVERHAUL ADF
CICC PROJECT NO. A04-MDAD-01
1 AGREEMENT - 100% COMMUNITY BUSINESS ENTERPRISE (CBE) MEASURES
SUMMARY MINUTES OF FIRST-TIER
COMPETITIVE SELECTION COMMITTEE MEETING
MAY 5, 2004**

As authorized by the County Manager's memorandum dated March 3, 2004 the designated Competitive Selection Committee (CSC) met in the Stephen P. Clark Center, located at 111 NW 1st Street, 13th floor, Conference Room "B", Miami, Florida, to review materials submitted by ten (10) teams of firms in response to the public notice regarding the subject selection (refer to the attached "CICC Project Teams" report).

COMPETITIVE SELECTION COMMITTEE

Fernando V. Ponassi, CICC, Chairperson
Antolin Carbonell, MDAD
Byron Dowell, MDAD
Michael Yaskin, BD
Maria Rodriguez-Porto, OCED
Veronica Robinson, DBD

SUPPORT STAFF

Juana Rodriguez, CICC

Mr. Ponassi, representing the Office of Capital Improvements Construction Coordination (CICC), initiated the proceedings by distributing and directing the CSC's attention to the attached Summary of Consultant Responses to Requested Data. Mr. Ponassi reported that all but one (1) of the respondents (Edward Lewis Architects, Inc.) met all the technical certification requirements and other submittal requirements stipulated in the public notice established for this project, as shown in compliance status reports completed by CICC and the Department of Business Development (DBD).

The prime consultant Edward Lewis Architects, Inc. was reported by DBD as non-responsive to the CBE Participation Provisions since the firm failed to submit the required documents to be considered responsive to the CBE Participation Provisions. The County Attorney's Office (CAO) supported this determination with a legal opinion rendered on April 27, 2004. As a result, the CSC was advised that the team may not be considered for the remainder of the solicitation process.

The CSC then proceeded to evaluate all the proposals that were found responsive to this solicitation, as instructed accordingly by the Chairperson, who briefly explained the different criteria to be used to assign point values for each team. The evaluation criteria/scores were collected and entered into the Consultant Evaluation System (CES) database.

As provided in the Administrative Order 3-39, during the selection process CICC shall monitor the points awarded to each firm by the individual CSC and investigate any variation in excess of thirty-three percent (33%) of the average score awarded by all CSC by criteria. Any such disparities must be resolved prior to continuing the selection process and finalization of the rating. The disparities found were addressed to the respective CSC to provide their rationale to substantiate their scores. The CSC expressed to CICC that all scores were assigned based on their professional judgment when analyzing each criterion. After some discussion on the matter, none of the CSC questioned chose to adjust their original score(s).

Mr. Ponassi proceeded to read into the record the teams' point values, total scores, and final ranking. Please refer to the attached First-Tier Ranking Report for a summary of the scoring and ranking. The CSC was advised that a Second-Tier meeting was no longer mandatory. Their decision should be based on whether the information provided in the proposals was sufficient to determine the qualifications of each team. However, the County Manager will make the final decision of the award of the contract(s).

Upon conclusion of the above, the following action was taken:

Motion 1: To waive a Second-Tier meeting (public hearing) and recommend to the County Manager for his further consideration as to the order of preference for negotiation of a professional services agreement, the firms listed below in the CSC's order of suggested rank based on all the evaluation criteria.

Moved: Maria Rodriguez-Porto, OCED
Seconded: Byron Dowell, MDAD
Action: Adopted unanimously.

The following preliminary ranking for the three highest scoring teams is based only on the qualification point values, excluding the CSC's scores for the amount of dollars awarded and paid by Miami-Dade County within the last 3 years for the entire team.

The firms also listed below are in the CSC's order of suggested final ranking based on all the evaluation criteria. Subsequent to full consideration of local preference and tiebreakers, the preliminary (1) and final (2) ranking is as stated below.

PRELIMINARY RANKING (1)

Gurri Matute, P.A.
Subconsultants
William A. Berry & Associates, Inc.
Douglas Wood & Associates, Inc.
Civil Works, Inc.
Planning and Economics Group, Inc.

FINAL RANKING OF RESPONDENTS (2)

Gurri Matute, P.A.
Subconsultants
William A. Berry & Associates, Inc.
Douglas Wood & Associates, Inc.
Civil Works, Inc.
Planning and Economics Group, Inc.

The following teams of firms are the alternates:

1. Architects International, Inc.
Subconsultants
Vital Engineering, P.A.
2. Sixto Architect, Inc.
Subconsultants
Network Engineering Services, Inc.
Douglas Wood & Associates, Inc.
M.E.P. Engineering, Corp.
Planning and Economics Group, Inc.

The following teams of firms are the alternates:

1. Architects International, Inc.
Subconsultants
Vital Engineering, P.A.
2. Sixto Architect, Inc.
Subconsultants
Network Engineering Services, Inc.
Douglas Wood & Associates, Inc.
M.E.P. Engineering, Corp.
Planning and Economics Group, Inc.

Motion 2:

To recommend to the County Manager for the appointment of the following members for the Negotiations Committee:

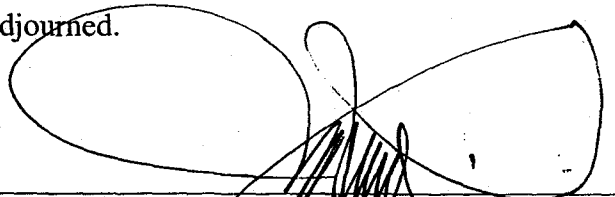
1. Antolin Carbonell, MDAD
2. Byron Dowell, MDAD
3. Michael Yaskin, P&R

Moved: Antolin Carbonell, MDAD

Seconded: Veronica Robinson, DBD

Action: Adopted unanimously

The First Tier Meeting was adjourned.



Fernando V. Ponassi, CIOC Chairperson

pc: Angela Gittens, Director, Aviation Department Director



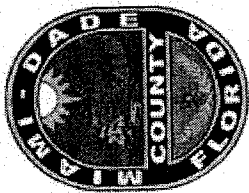
**MIAMI-DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION**

FIRST TIER DISPARITY REPORT

CICC Project Name: MIA BUILDING 890/25 OVERHAUL ADF
 CICC Project No: A04-MDAD-01
 Measures: 100% CBE SET- ASIDE
 Number of Agreements: 1
 Submittal Date: 03/26/2004

CRITERIA 1A

| Prime Firm Name | Committee Members | | | | Michael Yaskin | Veronica Robinson | Total | Average | > 33% Low | > 33% High |
|--|-------------------|--------------|----|----|----------------|-------------------|-------|---------|-----------|------------|
| ARCHITECTS INTERNATIONAL, INC. | Antolin Carbonell | Byron Dowell | 50 | 35 | 45 | 48 | 223 | 45 | 30 | 60 |
| GURRIMATUTE, P.A. | 50 | 42 | 48 | 45 | 46 | 231 | 46 | 31 | 61 | |
| IDEAL ARCHITECTURAL DESIGN, P.A. | 50 | 37 | 35 | 45 | 43 | 210 | 42 | 28 | 56 | |
| KVH ARCHITECTS, P.A. | 50 | 39 | 35 | 45 | 42 | 211 | 42 | 28 | 56 | |
| PAWA COMPLEX INT'L INC. | 50 | 27 | 45 | 46 | 45 | 213 | 43 | 29 | 57 | |
| RODRIGUEZ PETERSON & PORRAS ARCHITECTS, INC. | 50 | 47 | 30 | 41 | 40 | 208 | 42 | 28 | 56 | |
| SIXTO ARCHITECT, INC. | 50 | 28 | 45 | 45 | 42 | 210 | 42 | 28 | 56 | |



**MIAMI-DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION**

FIRST TIER DISPARITY REPORT

CRITERIA 1A

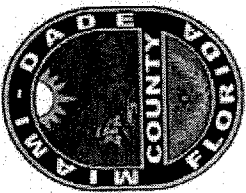
Prime Firm Name

| CRITERIA 1A Prime Firm Name | Committee Members | | | | | Total | Average | > 33% | |
|--|----------------------|------------------|---------------------|-------------------|----------------------|-------|---------|-------|------|
| | Antolin Carbonell | Byron Dow ell | Maria Rodriguez- | Michael Yaskin | Veronica Robinson | | | Low | High |
| THE ARCHITECTURAL DESIGN CONSORTIUM, INC. | 50 | 41 | 35 | 43 | 45 | 214 | 43 | 29 | 57 |
| TUBOSUN GIWA & PARTNERS, INC. | 50 | 27 | 30 | 42 | 40 | 189 | 38 | 25 | 51 |

CRITERIA 2A

Prime Firm Name

| PRIME FIRM NAME | COMMITTEE MEMBERS | | | | | TOTAL | AVERAGE | | > 33% LOW | | > 33% HIGH | |
|--|-------------------|--------------|------------------|----------------|-------------------|-------|---------|----|-----------|--|------------|--|
| | ANTOLIN CARBONELL | BYRON DOWELL | MARIA RODRIGUEZ- | MICHAEL YASKIN | VERONICA ROBINSON | | | | | | | |
| ARCHITECTS INTERNATIONAL, INC. | 20 | 16 | 15 | 20 | 17 | 88 | 18 | 12 | 24 | | | |
| GURRI MATUTE, P.A. | 20 | 17 | 19 | 18 | 18 | 92 | 18 | 12 | 24 | | | |
| IDEAL ARCHITECTURAL DESIGN, P.A. | 20 | 14 | 14 | 20 | 17 | 85 | 17 | 11 | 23 | | | |
| KVH ARCHITECTS, P.A. | 20 | 17 | 14 | 18 | 15 | 84 | 17 | 11 | 23 | | | |
| PAWA COMPLEX INT'L INC. | 20 | 14 | 15 | 18 | 18 | 85 | 17 | 11 | 23 | | | |
| RODRIGUEZ PETERSON & PORRAS ARCHITECTS, INC. | 20 | 20 | 10 | 15 | 15 | 80 | 16 | 11 | 21 | | | |



**MIAMI-DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION**

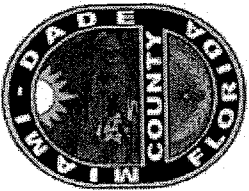
FIRST TIER DISPARITY REPORT

CRITERIA 2A

| Prime Firm Name | Committee Members | | | | Total | Average | > 33% Low | > 33% High |
|---|-------------------|--------------|------------------|----------------|-------------------|---------|-----------|------------|
| | Antolin Carbonell | Byron Dowell | Maria Rodriguez- | Michael Yaskin | Veronica Robinson | | | |
| SIXTO ARCHITECT, INC. | 20 | 14 | 18 | 18 | 15 | 85 | 17 | 23 |
| THE ARCHITECTURAL DESIGN CONSORTIUM, INC. | 20 | 18 | 12 | 16 | 18 | 84 | 17 | 23 |
| TUBOSUN GWA & PARTNERS, INC. | 20 | 11 | 12 | 15 | 12 | 70 | 14 | 19 |

CRITERIA 3A

| Prime Firm Name | Committee Members | | | | Total | Average | > 33% Low | > 33% High |
|----------------------------------|-------------------|--------------|-----------------------|----------------|-------------------|---------|-----------|------------|
| | Antolin Carbonell | Byron Dowell | Maria Rodriguez-Porti | Michael Yaskin | Veronica Robinson | | | |
| ARCHITECTS INTERNATIONAL, INC. | 18 | 14 | 18 | 18 | 17 | 85 | 17 | 23 |
| GURRIMATE, P.A. | 18 | 16 | 19 | 18 | 17 | 88 | 18 | 24 |
| IDEAL ARCHITECTURAL DESIGN, P.A. | 18 | 16 | 15 | 18 | 17 | 84 | 17 | 23 |
| KVH ARCHITECTS, P.A. | 18 | 15 | 13 | 16 | 15 | 77 | 15 | 20 |
| PAWA COMPLEX INT'L INC. | 18 | 12 | 14 | 18 | 16 | 78 | 16 | 21 |



**MIAMI-DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION**

FIRST TIER DISPARITY REPORT

CRITERIA 3A

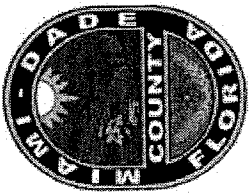
Prime Firm Name

| PRIME FIRM NAME | COMMITTEE MEMBERS | | | | | TOTAL | AVERAGE | > 33% LOW | > 33% HIGH |
|--|-------------------|--------------|-----------------------|----------------|-------------------|-------|---------|--------------|---------------|
| | ANTOLIN CARBONELL | BYRON DOWELL | MARIA RODRIGUEZ-PORTI | MICHAEL YASKIN | VERONICA ROBINSON | | | | |
| RODRIGUEZ PETERSON & PORRAS ARCHITECTS, INC. | 18 | 19 | 12 | 16 | 18 | 83 | 17 | 11 | 23 |
| SIXTO ARCHITECT, INC. | 18 | 14 | 18 | 18 | 18 | 86 | 17 | 11 | 23 |
| THE ARCHITECTURAL DESIGN CONSORTIUM, INC. | 16 | 15 | 14 | 16 | 12 | 73 | 15 | 10 | 20 |
| TUBOSUN GIWA & PARTNERS, INC. | 16 | 10 | 14 | 15 | 15 | 70 | 14 | 9 | 19 |

CRITERIA 4A

Prime Firm Name

| PRIME FIRM NAME | COMMITTEE MEMBERS | | | | | TOTAL | AVERAGE | > 33% | |
|----------------------------------|-------------------|--------------|-----------------------|----------------|-------------------|-------|---------|-------|------|
| | ANTOLIN CARBONELL | BYRON DOWELL | MARIA RODRIGUEZ-PORTI | MICHAEL YASKIN | VERONICA ROBINSON | | | LOW | HIGH |
| ARCHITECTS INTERNATIONAL, INC. | 5 | 5 | 4 | 5 | 5 | 24 | 5 | 3 | 7 |
| GURRIMATE, P.A. | 4 | 4 | 3 | 4 | 4 | 19 | 4 | 3 | 5 |
| IDEAL ARCHITECTURAL DESIGN, P.A. | 2 | 1 | 3 | 3 | 2 | 11 | 2 | 1 | 3 |
| KVH ARCHITECTS, P.A. | 3 | 2 | 5 | 2 | 3 | 15 | 3 | 2 | 4 |



**MIAMI-DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION**

FIRST TIER DISPARITY REPORT

CRITERIA 4A

Prime Firm Name

Committee Members

Antolin Carbonell Byron Dowell Maria Rodriguez-Porti Michael Yaskin Veronica Robinson

Total Average > 33% Low > 33% High

| | | | | | | | | | |
|--|---|---|---|---|---|----|---|---|---|
| PAWA COMPLEX INT'L INC. | 3 | 2 | 1 | 1 | 3 | 10 | 2 | 1 | 3 |
| RODRIGUEZ PETERSON & PORRAS ARCHITECTS, INC. | 4 | 4 | 3 | 5 | 4 | 20 | 4 | 3 | 5 |
| SIXTO ARCHITECT, INC. | 3 | 3 | 4 | 4 | 3 | 17 | 3 | 2 | 4 |
| THE ARCHITECTURAL DESIGN CONSORTIUM, INC. | 3 | 2 | 2 | 2 | 3 | 12 | 2 | 1 | 3 |
| TUBOSUN GIWA & PARTNERS, INC. | 5 | 5 | 4 | 4 | 5 | 23 | 5 | 3 | 7 |

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CRITERIA 5A

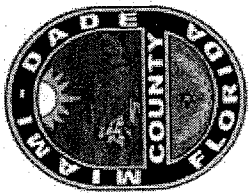
Prime Firm Name

Committee Members

Antolin Carbonell Byron Dowell Maria Rodriguez-Porti Michael Yaskin Veronica Robinson

Total Average > 33% Low > 33% High

| | | | | | | | | | |
|----------------------------------|---|---|---|---|---|----|---|---|---|
| ARCHITECTS INTERNATIONAL, INC. | 5 | 4 | 4 | 5 | 5 | 23 | 5 | 3 | 7 |
| GURRI MATURE, P.A. | 5 | 4 | 4 | 5 | 5 | 23 | 5 | 3 | 7 |
| IDEAL ARCHITECTURAL DESIGN, P.A. | 5 | 4 | 4 | 5 | 5 | 23 | 5 | 3 | 7 |
| KVH ARCHITECTS, P.A. | 5 | 4 | 4 | 5 | 5 | 23 | 5 | 3 | 7 |



**MIAMI-DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION**

FIRST TIER DISPARITY REPORT

| CRITERIA 5A Prime Firm Name | Committee Members | | | | | Total | Average | > 33% Low | > 33% High |
|---|----------------------|-----------------|--------------------------|-------------------|----------------------|-------|---------|--------------|---------------|
| | Antolin Carbonell | Byron Dowell | Maria Rodriguez-Porti | Michael Yaskin | Veronica Robinson | | | | |
| PAWA COMPLEX INT'L INC. | 5 | 3 | 3 | 5 | 5 | 21 | 4 | 3 | 5 |
| RODRIGUEZ PETERSON & PORRAS ARCHITECTS, INC. | 5 | 5 | 3 | 5 | 4 | 22 | 4 | 3 | 5 |
| SIXTO ARCHITECT, INC. | 5 | 4 | 4 | 5 | 5 | 23 | 5 | 3 | 7 |
| THE ARCHITECTURAL DESIGN CONSORTIUM, INC. | 5 | 4 | 4 | 5 | 5 | 23 | 5 | 3 | 7 |
| TUBOSUN GWA & PARTNERS, INC. | 5 | 3 | 3 | 4 | 4 | 19 | 4 | 3 | 5 |

Definitions

- Criteria 1A Qualification of firms including the team members assigned to the Project.
- Criteria 2A Knowledge and past experience of similar type projects.
- Criteria 3A Past performance of the firms.
- Criteria 4A Amount of work awarded and paid by the County.
- Criteria 5A Ability of team members to interface with the County.
- CICC Capital Improvements Construction and Coordination.



2

MIAMI DADE COUNTY CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION

FIRST TIER RANKING REPORT

CICC Project Name: MIA BUILDING 890/25 OVERHAUL ADF

CICC Project No: A04-MDAD-01

Measures: 100% CBE SET- ASIDE

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 03/26/2004

Meeting Date: 05/05/2004

| Cr. 1A Points (Max. 50) | Cr. 2A Points (Max. 20) | Cr. 3A Points (Max. 20) | Cr. 4A Points (Max. 5) | Cr. 5A Points (Max. 5) | Total Points |
|-------------------------------|-------------------------------|-------------------------------|------------------------------|------------------------------|-----------------|
|-------------------------------|-------------------------------|-------------------------------|------------------------------|------------------------------|-----------------|

RBONELL, ANTOLIN

| | | | | | | | |
|--|------|----|----|----|---|---|----|
| SIXTO ARCHITECT, INC. | (LP) | 50 | 20 | 18 | 3 | 5 | 96 |
| TUBOSUN GWA & PARTNERS, INC. | (LP) | 50 | 20 | 16 | 5 | 5 | 96 |
| THE ARCHITECTURAL DESIGN CONSORTIUM, INC. | (LP) | 50 | 20 | 16 | 3 | 5 | 94 |
| IDEAL ARCHITECTURAL DESIGN, P.A. | (LP) | 50 | 20 | 18 | 2 | 5 | 95 |
| PAWA COMPLEX INT'L INC. | (LP) | 50 | 20 | 18 | 3 | 5 | 96 |
| RODRIGUEZ PETERSON & PORRAS ARCHITECTS, INC. | (LP) | 50 | 20 | 18 | 4 | 5 | 97 |
| GURRI MATUTE, P.A. | (LP) | 50 | 20 | 18 | 4 | 5 | 97 |
| KVH ARCHITECTS, P.A. | (LP) | 50 | 20 | 18 | 3 | 5 | 96 |
| ARCHITECTS INTERNATIONAL, INC. | (LP) | 50 | 20 | 18 | 5 | 5 | 98 |

DWELL, BYRON

| | | | | | | | |
|--|------|----|----|----|---|---|----|
| SIXTO ARCHITECT, INC. | (LP) | 28 | 14 | 14 | 3 | 4 | 63 |
| TUBOSUN GWA & PARTNERS, INC. | (LP) | 27 | 11 | 10 | 5 | 3 | 56 |
| THE ARCHITECTURAL DESIGN CONSORTIUM, INC. | (LP) | 41 | 18 | 15 | 2 | 4 | 80 |
| IDEAL ARCHITECTURAL DESIGN, P.A. | (LP) | 37 | 14 | 16 | 1 | 4 | 72 |
| PAWA COMPLEX INT'L INC. | (LP) | 27 | 14 | 12 | 2 | 3 | 58 |
| RODRIGUEZ PETERSON & PORRAS ARCHITECTS, INC. | (LP) | 47 | 20 | 19 | 4 | 5 | 95 |
| GURRI MATUTE, P.A. | (LP) | 42 | 17 | 16 | 4 | 4 | 83 |
| KVH ARCHITECTS, P.A. | (LP) | 39 | 17 | 15 | 2 | 4 | 77 |
| ARCHITECTS INTERNATIONAL, INC. | (LP) | 35 | 16 | 14 | 5 | 4 | 74 |

DBINSON, VERONICA

| | | | | | | | |
|---|------|----|----|----|---|---|----|
| SIXTO ARCHITECT, INC. | (LP) | 42 | 15 | 18 | 3 | 5 | 83 |
| TUBOSUN GWA & PARTNERS, INC. | (LP) | 40 | 12 | 15 | 5 | 4 | 76 |
| THE ARCHITECTURAL DESIGN CONSORTIUM, INC. | (LP) | 45 | 18 | 12 | 3 | 5 | 83 |
| IDEAL ARCHITECTURAL DESIGN, P.A. | (LP) | 43 | 17 | 17 | 2 | 5 | 84 |

First Tier Ranking Report for each Selection Committee Member and Prime Firm

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**MIAMI DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION**

FIRST TIER RANKING REPORT

CICC Project No: A04-MDAD-01

Measures: 100% CBE SET- ASIDE

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 03/26/2004

Meeting Date: 05/05/2004

| Cr. 1A Points (Max. 50) | Cr. 2A Points (Max. 20) | Cr. 3A Points (Max. 20) | Cr. 4A Points (Max. 5) | Cr. 5A Points (Max. 5) | Total Points |
|-------------------------------|-------------------------------|-------------------------------|------------------------------|------------------------------|-----------------|
|-------------------------------|-------------------------------|-------------------------------|------------------------------|------------------------------|-----------------|

OBINSON, VERONICA

| | | | | | | | |
|--|------|----|----|----|---|---|----|
| PAWA COMPLEX INT'L INC. | (LP) | 45 | 18 | 16 | 3 | 5 | 87 |
| RODRIGUEZ PETERSON & PORRAS ARCHITECTS, INC. | (LP) | 40 | 15 | 18 | 4 | 4 | 81 |
| GURRI MATUTE, P.A. | (LP) | 46 | 18 | 17 | 4 | 5 | 90 |
| KVH ARCHITECTS, P.A. | (LP) | 42 | 15 | 15 | 3 | 5 | 80 |
| ARCHITECTS INTERNATIONAL, INC. | (LP) | 45 | 17 | 17 | 5 | 5 | 89 |

RODRIGUEZ-PORTO, MARIA

| | | | | | | | |
|--|------|----|----|----|---|---|----|
| SIXTO ARCHITECT, INC. | (LP) | 45 | 18 | 18 | 4 | 4 | 89 |
| TUBOSUN GWA & PARTNERS, INC. | (LP) | 30 | 12 | 14 | 4 | 3 | 63 |
| THE ARCHITECTURAL DESIGN CONSORTIUM, INC. | (LP) | 35 | 12 | 14 | 2 | 4 | 67 |
| IDEAL ARCHITECTURAL DESIGN, P.A. | (LP) | 35 | 14 | 15 | 3 | 4 | 71 |
| PAWA COMPLEX INT'L INC. | (LP) | 45 | 15 | 14 | 1 | 3 | 78 |
| RODRIGUEZ PETERSON & PORRAS ARCHITECTS, INC. | (LP) | 30 | 10 | 12 | 3 | 3 | 58 |
| GURRI MATUTE, P.A. | (LP) | 48 | 19 | 19 | 3 | 4 | 93 |
| KVH ARCHITECTS, P.A. | (LP) | 35 | 14 | 13 | 5 | 4 | 71 |
| ARCHITECTS INTERNATIONAL, INC. | (LP) | 45 | 15 | 18 | 4 | 4 | 86 |

ASKIN, MICHAEL

| | | | | | | | |
|--|------|----|----|----|---|---|----|
| SIXTO ARCHITECT, INC. | (LP) | 45 | 18 | 18 | 4 | 5 | 90 |
| TUBOSUN GWA & PARTNERS, INC. | (LP) | 42 | 15 | 15 | 4 | 4 | 80 |
| THE ARCHITECTURAL DESIGN CONSORTIUM, INC. | (LP) | 43 | 16 | 16 | 2 | 5 | 82 |
| IDEAL ARCHITECTURAL DESIGN, P.A. | (LP) | 45 | 20 | 18 | 3 | 5 | 91 |
| PAWA COMPLEX INT'L INC. | (LP) | 46 | 18 | 18 | 1 | 5 | 88 |
| RODRIGUEZ PETERSON & PORRAS ARCHITECTS, INC. | (LP) | 41 | 15 | 16 | 5 | 5 | 82 |
| GURRI MATUTE, P.A. | (LP) | 45 | 18 | 18 | 4 | 5 | 90 |
| KVH ARCHITECTS, P.A. | (LP) | 45 | 18 | 16 | 2 | 5 | 86 |
| ARCHITECTS INTERNATIONAL, INC. | (LP) | 48 | 20 | 18 | 5 | 5 | 96 |



MIAMI DADE COUNTY CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION

FIRST TIER RANKING REPORT

PRELIMINARY RANKING

| Prime Firm Name | | Prelim. Points | System Rank | LP Rank | Cr. 1A TBR | Cr. 2A TBR | Cr. 3A TBR | Prelim. Rank |
|--|------|----------------|-------------|---------|------------|------------|------------|--------------|
| IRRI MATUTE, P.A. | (LP) | 434 | 1 | 1 | | | | 1 |
| CHITECTS INTERNATIONAL, INC. | (LP) | 419 | 2 | 2 | | | | 2 |
| TO ARCHITECT, INC. | (LP) | 404 | 3 | 3 | | | | 3 |
| AL ARCHITECTURAL DESIGN, P.A. | (LP) | 402 | 4 | 4 | | | | 4 |
| WA COMPLEX INT'L INC. | (LP) | 397 | 5 | 5 | | | | 5 |
| H ARCHITECTS, P.A. | (LP) | 395 | 6 | 6 | | | | 6 |
| E ARCHITECTURAL DESIGN CONSORTIUM, INC. | (LP) | 394 | 7 | 7 | | | | 7 |
| DRIGUEZ PETERSON & PORRAS ARCHITECTS, INC. | (LP) | 393 | 8 | 8 | | | | 8 |
| BOSUN GIWA & PARTNERS, INC. | (LP) | 348 | 9 | 9 | | | | 9 |

FINAL RANKING

| Prime Firm Name | | Total Points | System Rank | LP Rank | Cr. 1A TBR | Cr. 2A TBR | Cr. 3A TBR | Cr. 4A TBR | Final Rank |
|--|------|--------------|-------------|---------|------------|------------|------------|------------|------------|
| IRRI MATUTE, P.A. | (LP) | 453 | 1 | 1 | | | | | 1 |
| CHITECTS INTERNATIONAL, INC. | (LP) | 443 | 2 | 2 | | | | | 2 |
| TO ARCHITECT, INC. | (LP) | 421 | 3 | 3 | | | | | 3 |
| AL ARCHITECTURAL DESIGN, P.A. | (LP) | 413 | 4 | 4 | 4 | | | | 4 |
| DRIGUEZ PETERSON & PORRAS ARCHITECTS, INC. | (LP) | 413 | 4 | 4 | 5 | | | | 5 |
| H ARCHITECTS, P.A. | (LP) | 410 | 6 | 6 | | | | | 6 |
| WA COMPLEX INT'L INC. | (LP) | 407 | 7 | 7 | | | | | 7 |
| E ARCHITECTURAL DESIGN CONSORTIUM, INC. | (LP) | 406 | 8 | 8 | | | | | 8 |
| BOSUN GIWA & PARTNERS, INC. | (LP) | 371 | 9 | 9 | | | | | 9 |

Definitions

| | |
|----------------|--|
| LP | Local Preferred Team |
| Cr.1A | Qualification of firms including the team members assigned to the Project. |
| Cr.2A | Knowledge and past experience of similar type projects. |
| Cr.3A | Past performance of the firms. |
| Cr.4A | Amount of work awarded and paid by the County. |
| Cr.5A | Ability of team members to interface with the County. |
| CICC | Capital Improvements Construction and Coordination. |
| TBR | Tie Breaker |
| Prelim. Points | Total Team Points - Criteria 4A Team Points |

First Tier Ranking Report for each Selection Committee Member and Prime Firm

MIAMI-DADE COUNTY, FLORIDA

FIRST TIER MEETING

May 5, 2004

**CICC PROJECT NO. A04-MDAD-01
MIAMI-DADE AVIATION DEPARTMENT
MIA BUILDING 890/25 OVERHAUL ADF**

**Stephen Clark Center
111 NW 1st Street
13th Floor- Conference Room "B"
Miami, Florida 33128**

MIAMI-DADE COUNTY, FLORIDA
OFFICE OF CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION

SUMMARY OF CONSULTANT RESPONSES TO REQUESTED DATA

Miami-Dade Aviation Department
MIA Building 890/25 Overhaul ADF
CICC Project No.: A04-MDAD-01

FIRST-TIER MEETING DATE: May 5, 2004

Office of Capital Improvements Construction Coordination
Summary of Consultant Response to Requested Data
Miami-Dade Aviation Department
MIA Building 890/25 Overhaul ADF
CICC Project Number A04-MDAD-01
Proposal Submittal Date: March 26, 2004

| SUBM NO. | RESPONDING FIRM(S) (PRIME & SUBCONSULTANTS) Contact Name, Address, Phone #, and Fax # | Prequalification Approval and Exp. Date | Regional Tech. Certifications Assigned | Technical Certification Approval Date | Section 2 | | | Exhibit A Work History Disclosure | Exhibit B Team CBE Goals Exp. Date | REMARKS |
|----------|---|---|--|--|-------------------------|----------------|-----------------------------------|---|---|---|
| | | | | | Form 2A Prime Sub | Form 2B Sub | Form 2C Prime/Sub Sub 2 Min | | | |
| 1 | Sixto Architect, Inc. Rafael Sixto, President 4101 Laguna Street, 2nd Floor Coral Gables, FL 33146 Phone: (305) 569-2993 Fax: (305) 569-9701 Local Preference Y | 5/22/03 5/31/04 | 14.00 | 5/22/03 | Y | N/A | Y | Y | 55% 1/31/05 | |
| | Network Engineering Services, Inc. | 12/18/03 12/31/04 | 16.00 | 12/17/03 | N/A | Y | Y 1 (*) | Y | 3% 10/31/04 | (*) Reference #2 in Form 2C already submitted in Form 2B. |
| | Douglas Wood & Associates, Inc. | 8/27/03 8/31/04 | 11.00 | 8/27/03 | N/A | Y | Y | N | 5% 1/31/05 | |
| | M. E. P. Engineering, Corp. | 12/3/03 11/30/04 | 12.00 13.00 17.00 | 11/19/03 | N/A | Y | Y | Y | 30% 7/31/04 | |
| | Planning and Economics Group, Inc. | 8/27/03 8/31/04 | 19.14 | 8/27/03 | N/A | Y | Y | N | 7% 5/31/04 | |

NS: Not Submitted
N/A: Not Applicable

Technical Certification Requirements

14.00 Architecture (PRIME)

11.00 General Structural Engineering
12.00 General Mechanical Engineering
13.00 General Electrical Engineering

Number of PSAs and Contract Measures
One (1) agreement- 100% CBE Set-Aside

16.00 General Civil Engineering
17.00 Engineering Construction Management
19.14 Value Analysis and Life Cycle Costing-Architecture

Office of Capital Improvements Construction Coordination
Summary of Consultant Response to Requested Data
Miami-Dade Aviation Department
MIA Building 890/25 Overhaul ADF
CICC Project Number A04-MDAD-01
Proposal Submittal Date: March 26, 2004

| SUBM NO. | RESPONDING FIRMS (PRIME & SUBCONSULTANTS) Contact Name, Address, Phone # and Fax # | Prequalification Approval and Expiration Date | Form 1 Tech Certification Assigned | Technical Certification Approval Date | Section 2 | | | Exhibit A Work History Disclosure | Exhibit B Team CBE Goals Exp. Date | REMARKS |
|----------|--|---|--|---------------------------------------|------------------------|----------------------|-----------------------------|-----------------------------------|------------------------------------|---------|
| | | | | | Form 2A Prime Approval | Form 2B Sub Approval | Form 2C Prime/Sub Sub. Min. | | | |
| 2 | Tubosun Giwa & Partners, Inc. Tubosun Giwa, President 13850 NW 26th Avenue, Suite 208 Miami, FL 33054 Phone: (305) 681-0007 Fax: (305) 681-0707 | 8/27/03 3/31/04 | 14.00 11.00 12.00 13.00 16.00 17.00 | 3/20/03 | Y | N/A | Y | N | 96% 9/30/04 | |
| | Local Preference Y Planning and Economics Group, Inc. | 8/27/03 8/31/04 | 19.14 | 8/27/03 | N/A | Y | Y | N | 4% 5/31/04 | |

NS: Not Submitted
N/A: Not Applicable

Technical Certification Requirements
14.00 Architecture (PRIME)

11.00 General Structural Engineering
12.00 General Mechanical Engineering
13.00 General Electrical Engineering

16.00 General Civil Engineering
17.00 Engineering Construction Management
19.14 Value Analysis and Life Cycle Costing-Architecture

Office of Capital Improvements Construction Coordination
Summary of Consultant Response to Requested Data
Miami-Dade Aviation Department
MIA Building 890/25 Overhaul ADF
CICC Project Number A04-MDAD-01
Proposal Submittal Date: March 26, 2004

| SUBMIT NO. | RESPONDING FIRM(S) (PRIME & SUBCONSULTANTS) Contact Name, Address, Phone # and Fax | Prequalification Approval and Exp. Date | Firm's Test Certifications Assigned | Technical Certification Approval Date | Section 2 | | | | Exhibit Work History Disclosure | Exhibit B Team CBE Goals Exp. Date | REMARKS |
|------------|---|---|-------------------------------------|---------------------------------------|---------------|-------------|-------------------|-------------|---------------------------------|------------------------------------|---|
| | | | | | Form 2A Prime | Form 2B Sub | Form 2C Prime/Sub | Form 2D Sub | | | |
| 3 | The Architectural Design Consortium, Inc. Emmanuel O. Uche, President & C.E.O. 4128 North Miami Avenue Miami, FL 33127 Phone: (305) 576-0572 Fax: (305) 576-6718 Local Preference Y | 4/21/03 4/30/04 | 14.00 | 4/21/03 | Y | N/A | N | N | N | 58% 9/30/04 | |
| | Tasnim Uddin & Associates International, Inc. | 9/24/03 10/31/04 | 11.00 16.00 17.00 (*) | 10/2/03 | N/A | Y | Y | Y | Y | 13% 9/30/04 | (*) As shown in LOI submitted to the Prime. |
| | William A. Berry & Associates, Inc. | 3/3/04 3/31/05 | 12.00 13.00 | 3/1/04 | N/A | Y | Y | Y | Y | 27% 12/31/04 | |
| | Planning and Economics Group, Inc. | 8/27/03 8/31/04 | 19.14 | 8/27/03 | N/A | Y | Y | Y | N | 2% 5/31/04 | |

Technical Certification Requirements

14.00 Architecture (PRIME)

11.00 General Structural Engineering

12.00 General Mechanical Engineering

13.00 General Electrical Engineering

16.00 General Civil Engineering

17.00 Engineering Construction Management

19.14 Value Analysis and Life Cycle Costing-Architecture

NS: Not Submitted

N/A: Not Applicable

Number of PSAs and Contract Measures

One (1) agreement- 100% CBE Set-Aside

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Office of Capital Improvements Construction Coordination
Summary of Consultant Response to Requested Data
Miami-Dade Aviation Department
MIA Building 890/25 Overhaul ADF
CICC Project Number A04-MDAD-01
Proposal Submittal Date: March 26, 2004

| SUBMIT NO. | RESPONDING FIRMS (PRIME & SUBCONSULTANTS) Contact Name, Address, Phone/Fax | Qualification Approval and Expiration Date | Firm Certification Assigned | Technical Certification Approval Date | Section 2 | | | | Exhibit A Not-Submittal Discrepancy | Exhibit B Team GBE Goals Exp. Date | REMARKS |
|------------|--|--|---|---------------------------------------|--------------------------------|--------------------------------|------------------------------------|-----------------------|---|---|---------|
| | | | | | Form 2-A Prime Submittal | Form 2-B Sub Discrepancy | Form 2-C Prime/Sub Submittal | Form 2-D Submittal | | | |
| 4 | Ideal Architectural Design, P.A. Maria I. Gonzalez, R.A., President 2600 Douglas Road, Suite 308 Coral Gables, FL 33134 Phone: (305) 443-6401 Fax: (305) 443-8856 Local Preference Y | 3/27/03 4/30/04 | 14.00 | 4/21/03 | Y | N/A | Y | Y | Y | 14% 5/31/04 | |
| | San Martin Associates, Inc. | 8/27/03 8/31/04 | 11.00 12.00 13.00 16.00 17.00 | 8/27/03 | N/A | Y | Y | | N | 84% 5/31/04 | |
| | Planning and Economics Group, Inc. | 8/27/03 8/31/04 | 19.14 | 8/27/03 | N/A | Y | Y | Y | N | 2% 5/31/04 | |

Technical Certification Requirements

14.00 Architecture (PRIME)

NS: Not Submitted
N/A: Not Applicable
Number of PSAs and Contract Measures
One (1) agreement- 100% CBE Set-Aside

16.00 General Civil Engineering
17.00 Engineering Construction Management
19.14 Value Analysis and Life Cycle Costing-Architecture

Office of Capital Improvements Construction Coordination

Summary of Consultant Response to Requested Data

Miami-Dade Aviation Department

MLA Building 890/25 Overhaul ADF

CICC Project Number A04-MDAD-01

Proposal Submittal Date: March 26, 2004

| SUBMITTAL NO. | RESPONDING FIRM(S) (PRIME & SUB CONSULTANTS) Contact Name, Address, Phone, and Fax | Pre-submittal Approval and Comments Date | Formal Tech. Certifications Assigned | Technical Certification Approval Date | Section 2 | | | | Exhibit A Work Flow Design Security | Exhibit B Team CBE Goals Exp. Date | REMARKS |
|---------------|---|--|--|--|-------------------------|---------------------------|---------------------------------|------------------------|--|---|---------|
| | | | | | Form 2A Prime Sub | Form 2B Sub 2/28/04 | Form 2C Prime/Sub 2/28/04 | Form 2D Sub 2/28/04 | | | |
| 5 | PAWA Complex Int'l, Inc. Emmanuel Nwadike, President & C.E.O. 12938 SW 133rd Court Miami, FL 33186 Phone: (305) 232-7292 Fax: (305) 233-6633 Local Preference Y | 2/25/04 1/31/05 | 14.00 11.00 12.00 13.00 16.00 17.00 | 1/28/04 | Y | N/A | N | N | N | 98% 2/28/05 | |
| | Planning and Economics Group, Inc. | 8/27/03 8/31/04 | 19.14 | 8/27/03 | N/A | Y | Y | Y | N | 2% 5/31/04 | |

NS: Not Submitted

N/A: Not Applicable

Number of PSAs and Contract Measures

One (1) agreement- 100% CBE Set-Aside

Technical Certification Requirements

14.00 Architecture (PRIME)

11.00 General Structural Engineering

12.00 General Mechanical Engineering

13.00 General Electrical Engineering

16.00 General Civil Engineering

17.00 Engineering Construction Management

19.14 Value Analysis and Life Cycle Costing-Architecture

Office of Capital Improvements Construction Coordination
Summary of Consultant Response to Requested Data

Miami-Dade Aviation Department
MIA Building 890/25 Overhaul ADF

CICC Project Number A04-MDAD-01

Proposal Submittal Date: March 26, 2004

| SUBM. NO. | RESPONDING FIRM(S) PRIME & SUBCONSULTANTS Contact Name, Address, Phone and Fax # | Prequalification Approval and Expiration Date | Formal Tech. Certifications Assigned | Technical Certification Approval Date | Section 2 | | | | Exhibit A Work History Disqualify | Exhibit B Team CBE Goals Exp. Date | REMARKS |
|-----------|--|---|--------------------------------------|---------------------------------------|--------------------------|------------------------|------------------------------------|-----------------------|---|--|---------|
| | | | | | Form 2A Prime Tech | Form 2B Sub Tech | Form 2C Prime/Sub Sub Win | Form 2D Sub Win | | | |
| 6 | Rodriguez, Peterson & Porras Architects, Inc. Orestes R. Rodriguez, R.A., Principal-In-Charge 6175 NW 153rd Street, Suite 402 Miami Lakes, FL 33014 Phone: (305) 822-1020 Fax: (305) 822-2030 Local Preference Y | 3/11/03 3/31/04 | 14.00 | 3/3/03 | Y | N/A | N | N | N | 14% 5/31/2004 | |
| | Triangle Associates, Inc. | 6/27/03 6/30/04 | 11.00 16.00 | 6/20/03 | N/A | Y | Y | | N | 8% 4/30/2004 | |
| | Louis J. Aguirre & Associates, P.A. | 6/27/03 6/30/04 | 12.00 13.00 17.00 | 6/20/03 | N/A | Y | Y | | N | 76% 5/31/2004 | |
| | Planning and Economics Group, Inc. | 8/27/03 8/31/04 | 19.14 | 8/27/03 | N/A | Y | Y | | N | 2% 5/31/04 | |

NS: Not Submitted

N/A: Not Applicable

Number of PSAs and Contract Measures

One (1) agreement- 100% CBE Set-Aside

Technical Certification Requirements

14.00 Architecture (PRIME)

11.00 General Structural Engineering

12.00 General Mechanical Engineering

13.00 General Electrical Engineering

16.00 General Civil Engineering

17.00 Engineering Construction Management

19.14 Value Analysis and Life Cycle Costing-Architecture

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Office of Capital Improvements Construction Coordination
Summary of Consultant Response to Requested Data
Miami-Dade Aviation Department
MIA Building 890/25 Overhaul ADF
CICC Project Number A04-MDAD-01
Proposal Submittal Date: March 26, 2004

| SUBM NO. | RESPONDING FIRM(S) (PRIME & SUBCONSULTANTS) Contact Name, Address, Phone #, and Fax # | Prequalification Approval and Exp. Date | Formally Tech. Certifications Assigned | Technical Certification Approval Date | Section 2 | | | | Exhibit A Works History Disclosure | Exhibit B Team CBE Goals Exp. Date | REMARKS |
|----------|--|---|--|--|----------------------------|--------------------------|-------------------------------|-------------------------|--|---|---------|
| | | | | | Form 2A Prime 3 Each | Form 2B Sub 1 Each | Form 2C Prime/Sub 2 Min | Form 2D Sub 2 Min | | | |
| 7 | Gurri Matute, P.A. Daphne I. Gurri, President 801 Monterrey Street, Suite 205A Coral Gables, FL 33134 Phone: (305) 445-5811 Fax: (305) 445-0656 Local Preference Y | 8/27/03 8/31/04 | 14.00 | 8/27/03 | Y | N/A | Y | Y | N | 14% 7/31/04 | |
| | William A. Berry & Associates, Inc. | 3/3/04 3/31/05 | 12.00 13.00 17.00 | 3/1/04 | N/A | Y | Y | Y | Y | 71% 12/31/04 | |
| | Douglas Wood & Associates, Inc. | 8/27/03 8/31/04 | 11.00 17.00 | 8/27/03 | N/A | Y | Y | Y | N | 10% 1/31/05 | |
| | Civil Works, Inc. | 9/24/03 8/31/04 | 16.00 | 8/27/03 | N/A | Y | Y | Y | N | 3% 9/30/04 | |
| | Planning and Economics Group, Inc. | 8/27/03 8/31/04 | 19.14 | 8/27/03 | N/A | Y | Y | Y | N | 2% 5/31/04 | |

NS: Not Submitted
N/A: Not Applicable
Number of PSAs and Contract Measures
One (1) agreement- 100% CBE Set-Aside

Technical Certification Requirements
14.00 Architecture (PRIME)
11.00 General Structural Engineering
12.00 General Mechanical Engineering
13.00 General Electrical Engineering
16.00 General Civil Engineering
17.00 Engineering Construction Management
19.14 Value Analysis and Life Cycle Costing-Architecture

Office of Capital Improvements Construction Coordination

Summary of Consultant Response to Requested Data

Miami-Dade Aviation Department

MLA Building 890/25 Overhaul ADF

CICC Project Number A04-MDAD-01

Proposal Submittal Date: March 26, 2004

| SUBM NO. | RESPONDING FIRM(S) (PRIME & SUBCONSULTANTS) Contact Name, Address, Phone, Fax, and Email | Prequalification Requirements Approved Date | Project Assigned | Technical Approval Date | Section 2 | | | Exhibit Work History Description | Exhibit Team CBE Goals Assigned | REMARKS |
|----------|--|--|-------------------------|----------------------------|---------------------------------|------------------------|-----------------------------------|--|--|---|
| | | | | | Form 2A Prime Sub Firm | Form 2B Sub Firm | Form 2C Prime/Sub Sub Firms | | | |
| 8 | KVH Architects, P.A. Caridad Hidalgo-Gato, President 3900 NW 79th Avenue, Suite 465 Miami, FL 33166 Phone: (305) 599-5221 Fax: (305) 599-5296 Local Preference Y | 8/27/03 8/31/04 | 14.00 | 8/27/03 | Y | N/A | Y | Y | 50% 5/31/04 | |
| | JRA-Clarke, Inc. | 10/30/03 10/31/04 | 11.00 | 10/22/03 | N/A | Y | Y | Y | 5% 9/30/04 | Form 2B is incomplete. Project Start and Completion dates have not been included. |
| | SDM Consulting Engineers, Inc. | 4/21/03 4/30/04 | 12.00 13.00 17.00 | 4/21/03 | N/A | Y | Y | Y | 40% 3/31/04 | |
| | Civil Works, Inc. | 9/24/03 8/31/04 | 16.00 | 8/27/03 | N/A | Y | Y | Y | 3% 8/31/04 | |
| | Planning and Economics Group, Inc. | 8/27/03 8/31/04 | 19.14 | 8/27/03 | N/A | Y | Y | Y | 2% 5/31/04 | |

NS: Not Submitted

Y/A: Not Applicable

Number of PSAs and Contract Measures

One (1) agreement- 100% CBE Set-Aside

Technical Certification Requirements

14.00 Architecture (PRIME)

11.00 General Structural Engineering

12.00 General Mechanical Engineering

13.00 General Electrical Engineering

16.00 General Civil Engineering

17.00 Engineering Construction Management

19.14 Value Analysis and Life Cycle Costing-Architecture

Office of Capital Improvements Construction Coordination
Summary of Consultant Response to Requested Data
Miami-Dade Aviation Department
MIA Building 890/25 Overhaul ADF
CICC Project Number A04-MDAD-01
Proposal Submittal Date: March 26, 2004

| SUBMITTAL NO. | RESPONDING FIRM(S) PRIME & SUBCONSULTANT(S) Contact Name/Address/Phone/Fax/Email | Qualification Approval and Exp. Date | Prime Certifications Assigned | Technical Certification Approval Date | Section 2 | | | Exhibit A Work History Disclosure | Exhibit B Team CBE Goals Exp. Date | REMARKS |
|---------------|---|--------------------------------------|---|---------------------------------------|-----------------------------|-----------------------|---------------------------|--------------------------------------|---------------------------------------|---|
| | | | | | Form 2A Prime 3/26/04 | Form 2B Sub N/A | Form 2C Prime/Sub Y | | | |
| 9 | Architects International, Inc. Juan A. Crespi, Principal 227 NE 26th Terrace Miami, FL 33137 Phone: (305) 573-2052 Fax: (305) 576-5150 Local Preference Y | 6/27/03 6/30/04 | Architectural Structural Engineering Civil Engineering Construction Management | 6/20/03 | Y | N/A | Y | N | 44% 5/31/04 | Prime is certified in categories 11.00, 14.00, 16.00, 17.00, and 19.14. |
| - | Vital Engineering, P.A. | 5/22/03 5/31/04 | Mechanical Engineering Electrical Engineering | 5/22/03 | N/A | Y | Y | Y | 56% 5/31/04 | Firm is certified in categories 12.00 and 13.00. |

NS: Not Submitted

N/A: Not Applicable

Number of PSAs and Contract Measures

One (1) agreement- 100% CBE Set-Aside

Technical Certification Requirements

14.00 Architecture (PRIME)

11.00 General Structural Engineering

12.00 General Mechanical Engineering

13.00 General Electrical Engineering

16.00 General Civil Engineering

17.00 Engineering Construction Management

19.14 Value Analysis and Life Cycle Costing-Architecture

Office of Capital Improvements Construction Coordination
Summary of Consultant Response to Requested Data
Miami-Dade Aviation Department
MLA Building 890/25 Overhaul ADF
CICC Project Number A04-MDAD-01
Proposal Submittal Date: March 26, 2004

Prime consultant was found non-responsive by DBD per Compliance Review memorandum dated 5/3/04. CBE forms were not included in the proposal by the submittal date.

| SUBMIT NO. | RESPONDING FIRM(S) (PRIME & SUBCONSULTANTS) Contact Name, Address, Phone #, and Fax # | Qualification Approval and Exp. Date | Special Tech. Certification Assigned | Technical Certification Approval Date | Section 2 | | | Exhibit A Work History Disclosure | Exhibit B Team CBE Goals Exp. Date | REMARKS |
|------------|--|--|--|--|-----------------------------|---------------------------|---------------------------------|---|---|---|
| | | | | | Form 2A Prime CBE Sub | Form 2B Sub CBE Sub | Form 2C Prime/Sub CBE Sub | | | |
| 10 | Edward Lewis Architects, Inc. Edward Lewis, President 250 Bird Road, Suite 212 Coral Gables, FL 33146 Phone: (305) 445-0835 Fax: (305) 443-7106 Local Preference Y | 10/22/03 10/31/04 | Architectural | 10/22/03 | Y | N/A | N | N | NS | Prime is certified in category 14.00 and 19.14. |
| | Louis J. Aguirre & Associates, P.A. | 6/27/03 6/30/04 | Mechanical Engineering Electrical Engineering Engineering Construction Management | 6/20/03 | N/A | Y | Y | N | NS | Firm is certified in categories 12.00, 13.00 and 17.00. |
| | Tashim Uddin & Associates International, Inc. | 9/24/03 10/31/04 | Civil Engineers Structural Engineers | 10/2/03 | N/A | Y | Y | N | NS | Firm is certified in categories 11.00 and 16.00. |

NS: Not Submitted
N/A: Not Applicable

Technical Certification Requirements

14.00 Architecture (PRIME)

11.00 General Structural Engineering

Number of PSAs and Contract Measures

One (1) agreement- 100% CBE Set-Aside

16.00 General Civil Engineering

17.00 Engineering Construction Management

19.14 Value Analysis and Life Cycle Costing-Architecture

MIAMI-DADE COUNTY, FLORIDA
OFFICE OF CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION

CBE COMPLIANCE REVIEW SUMMARY

Miami-Dade Aviation Department
MIA Building 890/25 Overhaul ADF
CICC Project No.: A04-MDAD-01

FIRST-TIER MEETING DATE: May 5, 2004



MEMORANDUM

TO: Roger Hemstadt, Director
Office of Capital Improvement
Construction Coordination
Marsha E. Jackman
FROM: Marsha E. Jackman, Director
Department of Business Development

DATE: May 3, 2004

SUBJECT: Compliance Review
Project No. A04-MDAD-01
MIA Building 890/25 Overhaul ADF

The Department of Business Development has completed its review of the above-referenced project for compliance with the Community Business Enterprise (CBE) Program for Architectural and Engineering Services. The contract measure established for this project is a CBE Set-Aside.

The Office of Capital Improvement Construction Coordination (CICC) has submitted proposals from Sixto Architect, Inc. (#1), Tubosun Giwa & Partners, Inc. (#2), The Architectural Design Consortium, Inc. (#3), Ideal Architectural Design, P.A. (#4), PAWA Complex International Inc. (#5), Rodriguez Peterson & Porras Architects (#6), Gurri Matute, P.A. (#7), KVH Architects, P.A. (#8), Architects International, Inc. (#9), and Edward Lewis Architects, Inc. (#10).

Sixto Architect, Inc. (#1), a certified CBE firm, submitted a Schedule of Participation listing the firm to provide architectural services at 55%. The Schedule of Participation also listed CBE sub-consultants, M.E.P. Engineering, Inc., to provide general mechanical engineering, general electrical engineering, and engineering construction management services at 30%, Planning and Economics Group, Inc. to provide value analysis and life-cycle costing/engineering services at 7%, Douglas Wood & Associates, Inc., to provide general structural engineering services at 5%, and Network Engineering Services, Inc., to provide general civil engineering services at 3%. Letters of Intent were submitted for M.E.P. Engineering, Inc., Planning and Economics Group, Inc., Douglas Wood & Associates, Inc. and Network Engineering Services, Inc. that are in agreement with the Schedule of Participation. Sixto Architect, Inc. is in compliance with the CBE Participation Provisions.

Tubosun Giwa & Partners, Inc. (#2), a certified CBE firm, submitted a Schedule of Participation listing the firm to provide architectural and engineering services at 96%. The Schedule of Participation also listed CBE sub-consultant, Planning and Economics Group, Inc. to provide value analysis and life-cycle costing/architectural services at 4%. A Letter of Intent was submitted for Planning and Economics Group, Inc. that is in agreement with the Schedule of Participation. Tubosun Giwa & Partners, Inc. is in compliance with the CBE Participation Provisions.

The Architectural Design Consortium, Inc. (#3), a certified CBE firm, submitted a Schedule of Participation listing the firm to provide architectural and engineering services at 58%. The Schedule of Participation also listed CBE sub-consultants, William A. Berry & Associates, Inc. to provide mechanical and electrical engineering services at 27%, Tasnim Uddin & Associates International, Inc. to provide civil and structural engineering, and engineering construction management services at 13%, and Planning and Economics Group, Inc., to provide value analysis & life-cycle costing services at 2%. Letters of Intent were submitted for William A. Berry & Associates, Inc., Tasnim Uddin & Associates International, Inc., and Planning and Economics Group, Inc. that are in agreement with the Schedule of Participation. The Architectural Design Consortium, Inc. is in compliance with the CBE Participation Provisions.

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Roger Hemstadt
May 3, 2004
Page 2

Ideal Architectural Design, P.A., (#4), a certified CBE firm, submitted a Schedule of Participation listing the firm to provide architectural services at 14%. The Schedule of Participation also listed CBE sub-consultants, San Martin & Associates, Inc., to provide general structural, mechanical, electrical, civil engineering, and engineering construction management services at 84%, and Planning & Economics Group, Inc., to provide value analysis/life cycle costing-architectural services at 2%. Letters of Intent were submitted for San Martin & Associates, Inc., and Planning & Economics Group, Inc. that are in agreement with the Schedule of Participation. Ideal Architectural Design, P.A. is in compliance with the CBE Participation Provisions.

PAWA Complex International, Inc., (#5) a certified CBE firm, submitted a Schedule of Participation listing the firm to provide architectural and engineering services at 98%. The Schedule of Participation also listed CBE sub-consultants, Planning & Economics Group, Inc. to provide value analysis/life cycle costing-architectural services at 2%. A Letter of Intent was submitted for Planning & Economics Group, Inc. that is in agreement with the Schedule of Participation. PAWA Complex International, Inc. is in compliance with the CBE Participation Provisions.

Rodriguez Peterson & Porras Architects, Inc., (#6) a certified CBE firm, submitted a Schedule of Participation listing the firm to provide architectural services at 14%. The Schedule of Participation also listed CBE sub-consultants, Triangle & Associates, Inc., to provide civil and structural engineering services at 8%, Louis J. Aguirre & Associates, P.A., to provide mechanical and electrical engineering services at 76%, and Planning and Economics Group, Inc., to provide value analysis and life cycle costing-architectural services at 2%. Letters of Intent were submitted for Triangle & Associates, Inc., Louis J. Aguirre & Associates, P.A., and Planning and Economics Group, Inc., which are in agreement with the Schedule of Participation. Rodriguez Peterson & Porras Architects, Inc. is in compliance with the CBE Participation Provisions.

Gurri Matute, P.A., (#7) a certified CBE firm, submitted a Schedule of Participation listing the firm to provide architectural services at 14%. The Schedule of Participation also listed CBE sub-consultants, Douglas Wood & Associates, Inc., to provide general structural engineering and engineering construction management services at 10%, William A. Berry and Associates, Inc., to provide general mechanical and electrical engineering and engineering construction management services at 71%, Civil Works, Inc., to provide general civil engineering services at 3%, and Planning and Economics Group, Inc., to provide architectural services at 2%. Letters of Intent were submitted for Douglas Wood & Associates, Inc., William A. Berry and Associates, Inc., Civil Works, Inc., and Planning and Economics Group, Inc., which are in agreement with the Schedule of Participation. Gurri Matute, P.A. is in compliance with the CBE Participation Provisions.

KVH Architects, P.A. (#8) a certified CBE firm, submitted a Schedule of Participation listing the firm to provide architecture and architectural construction management services at 50%. The Schedule of Participation also listed CBE sub-consultants, CRA Clarke, Inc., to provide structural engineering services at 5%, SDM Consulting Engineers, Inc., to provide mechanical and electrical engineering and engineering construction management services at 40%, Civil Works, Inc., to provide civil engineering services at 3%, and Planning and Economics Group, Inc., to provide value analysis and life cycle costing-architectural services at 2%. Letters of Intent were submitted for CRA Clarke, Inc., SDM Consulting Engineers, Inc., Civil Works, Inc., and Planning and Economics Group, Inc., which are in agreement with the Schedule of Participation. KVH Architects, P.A. is in compliance with the CBE Participation Provisions.

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Roger Hornstadt
May 3, 2004
Page 3

Architects International, Inc. (#9) a certified CBE firm, submitted a Schedule of Participation listing the firm to provide architectural, structural and civil engineering, and engineering construction management services at 44%. The Schedule of Participation also listed CBE sub-consultants, Vital Engineering, P.A., to provide mechanical and electrical engineering services at 56%. A Letter of Intent was submitted for Vital Engineering, P.A. that is in agreement with the Schedule of Participation. Architects International, Inc. is in compliance with the CBE Participation Provisions.

Edward Lewis Architects, Inc. (#10) a certified CBE firm, did not submit a Schedule of Participation and a Letter of Intent listing any firm to provide services. Section E (1) (a) (iii) of the CBE Participation Provisions states; "Respondents who fail to submit the required Set-Aside List of Subconsultants at the time of proposal shall be considered non-responsive" Also, Section E (1) (a) (iv) states, "Respondents who fail to submit the Letter of Intent shall be considered non-responsive" The Department of Business Development requested a legal opinion from the County Attorney's Office regarding the responsiveness of Edward Lewis Architects, Inc.'s proposal. The County Attorney's Office rendered an opinion finding Edward Lewis Architects, Inc. non-responsive to the CBE Participation Provisions (see attachment).

Please note that this memorandum only addresses compliance with the Community Business Enterprise Participation Provisions and the established contract measure. The Office of Capital Improvement Construction Coordination is responsible for any other issues that may exist.

Should you have any questions or need additional information, please do not hesitate to contact Coralee Taylor at (305) 349-5955.

Attachment

cc: Pam Paulk, CICC
Fernando Ponassi, CICC
Patrice Hill, DBD
File

mcj/ot

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OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM

To: Marsha Jackman, Director
Department of Business Development

From: John McInnis
Assistant County Attorney

Date: 27 April 2004

Subject: Project No. A04-MDAD-01 (Building 890/25 Overhaul ADF)

This office has been asked whether a bid received in connection with the above-named project is responsive within the meaning of Miami-Dade County's community business enterprise program for architects and engineers (CBE A/E), §§2-10.4.01, *et seq.*, Code of Miami-Dade County. This project has been set aside solely for CBEs by the Board of County Commissioners.

For projects set aside solely for CBEs, the CBE program and project documents require all proposers to provide at the time of proposal submission a set-aside list of subconsultants (SLS) form or equivalent identifying all subconsultants to participate in the project, the scopes of work, and percentage of project represented by such participation. The SOP represents the prime proposer's commitment to utilize the specified subconsultants for the scopes of work and percentages of the project identified on the document. In order to assure agreement between the prime consultant and CBE subconsultants, project documents require prime proposers to submit a form (Letter of Intent [LOI]) confirming the information on the SLS from each of the CBEs listed by 4 p.m. on the second business date following proposal submission. Pursuant to the CBE ordinance and project documents, including the participation provisions, a proposer that fails to submit either required document shall be deemed bid non-responsive.

Edward Lewis Architects, Inc. (Lewis), a certified CBE firm did not submit the required SLS and LOIs. Lewis' proposal did include a table of organization listing Tasnim Uddin & Associates International, Inc. (Tasnim) as a subconsultant; however, there was no indication of project percentage and no corresponding LOI. Lewis also submitted CBE certification letters for Tasnim and Louis Aguirre, & Associates, P.A. The table of organization and the certification letters do not provide the information sought through the SLS and LOI. Equivalent information is not contained elsewhere in the proposal. Based on these omissions it is the determination of this office that the proposal is non-responsive.



FAX TRANSMISSION

DEPARTMENT OF BUSINESS DEVELOPMENT

175 N.W. 1ST Avenue - 28 FL.

MIAMI, FLORIDA 33128

305-349-5960

| | | |
|--------------------------|-----------------------|--------------------------------------|
| TO: Faith Samuels ICC | FAX# (305) 375 - 1083 | PHONE# |
| FROM: Fredric M. Toney | FAX# (305) 372 - 6098 | PHONE# (305) 375 - 1048 |
| DATE: May 5, 2004 | | NO. OF PAGES INCLUDING COVER PAGE: 7 |

COMMENTS / REFERENCE:

Per your request I have attached copies of PreQualification Certificates along with Technical Category Statements for the following firms:

- 1) Tubosun Giwa and Partners Inc.
- 2) Edward Lewis Architects Inc.

If you have any questions or need additional information then please don't hesitate to contact me.

DBD

DEPARTMENT OF
BUSINESS DEVELOPMENT

April 8, 2004

Tubosun Giwa
Tubosun Giwa and Partners, Inc.
13850 N. W. 26 Avenue, Suite 208
Miami, FL 33054

Re: A/E Pre-Qualification Certificate No. 2004-650538854-03

Dear Consultant:

Upon review of the information submitted in support of your application for Miami-Dade County's A/E Pre-Qualification Certification, we hereby approve your firm's qualifications to provide professional services to the County as stated in the attached A/E Pre-Qualification Certificate. This certificate should be displayed in a conspicuous location within your facility and will be in effect until the expiration date shown on the certificate.

If at any time, your firm applies and is subsequently certified under anyone of the Department of Business Development's business enterprise programs, a revised A/E Pre-Qualification Certificate will be issued and your firm will be afforded the opportunity to participate in the competitive process for County contracts in accordance with provisions of the appropriate business enterprise program.

Please note that you are required to report any significant changes to your firm during the A/E Pre-Qualification Certification period, such as changes in staffing, qualifier, ownership, etc., to the Pre-Qualification Certification Coordinator located at 175 N. W. First Avenue, 28th Floor, Miami, Florida 33128-1835, within thirty (30) days from such a change. Similarly, upon review of such notification, a revised A/E Pre-Qualification Certificate will be issued.

If you have any questions regarding your firm's A/E Pre-Qualification Certification, please contact the Pre-Qualification Certification Management Unit at (305) 375-1048.

Sincerely,


Marsha E. Jackman, Director
Department of Business Development

MEJ/AAV:
Attachments

cc: PQC File

MIAMI-DADE

PQ Certificate No.: 2004-650538854-03 Page: 1
 Approval Date: 3/24/2004
 Expiration Date: 3/31/2005
 Business Enterprise: Future Use

A/E PRE-QUALIFICATION CERTIFICATE

This certificate is hereby issued to: Tubosun Giwa
 Tubosun Giwa and Partners, Inc.
 13850 N.W. 26 Avenue, Suite 208
 Miami, FL 33054

By issuance of this certificate, the applicant, named above, has committed its firm to comply with the specific conditions listed below:

1. Affirms its commitment to the submittal of an affirmative action plan (Plan) for the purpose of maintaining equal employment and promotional opportunity, with particular emphasis on improving the minority and/or women work force population and utilization of minority and/or women-owned professional firms, consultants, and/or suppliers. Special meetings will be conducted with executive management and supervisory personnel to explain the intent of the Plan and individual responsibility for effective implementation and making clear the firm's commitment to the Plan. Additionally, the Plan will be discussed at employee orientations and training programs. The Plan will be available for review during normal business hours by contacting the Affirmative Action Officer. Tubosun Giwa is the appointed Affirmative Action Officer and may be reached at (305) 681-0007.
2. Pre-Qualified to offer professional services only in the Miami-Dade County technical categories shown in the attached "Statement of Technical Qualifications".
3. Permit Miami-Dade County representatives to have access during normal business hours to audit books and records to verify information submitted with this application. This right of access shall commence on the approval date of this certificate and shall terminate on its expiration date.
4. Report any significant changes, such as staffing, qualifier, ownership, etc., to the Pre-Qualification Certification Coordinator located at the Vendor Information Center, 111 N. W. First Street, Suite 112, Miami, Florida 33128, within 30 days of such a change.

Please note that if at any time Miami-Dade County's Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies initiate department procedures and/or pursue sanctions or other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

If you have any questions regarding this certificate, please contact the Pre-Qualification Certification Management Unit at (305) 375-1000.



Marshall L. Williams, Director, Department of Business Development

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MIAMI - DADE

Miami-Dade County, Florida
Statement of Engineering, Architecture,
Landscape Architecture, Land Surveying
and Mapping Certification



Firm: TUBOSUN GIWA AND PARTNERS INC.
 13850 N.W. 26 Avenue 208
 Miami FL 33054

Y-4-2004 09:38 FROM:PSSD 3056496074

| Category | Committee Review | Approval | Expires |
|--|------------------|----------|------------|
| 1.00 - General Structural Engineering | 03/24/2004 | / / | 03/31/2005 |
| 2.00 - General Mechanical Engineering | 03/24/2004 | / / | 03/31/2005 |
| 3.00 - General Electrical Engineering | 03/24/2004 | / / | 03/31/2005 |
| 4.00 - Architecture | 03/24/2004 | / / | 03/31/2005 |
| 6.00 - General Civil Engineering | 03/24/2004 | / / | 03/31/2005 |
| 7.00 - Engineering Construction Management | 03/24/2004 | / / | 03/31/2005 |
| 8.00 - Architectural Construction Management | 03/24/2004 | / / | 03/31/2005 |

51
Luisa M. Donovan
 Luisa Millan-Donovan, R.A.



April 8, 2004

Edward Lewis
Edward Lewis Architects, Inc.
250 Bird Road, Suite 212
Coral Gables, FL 33146

Re: A/E Pre-Qualification Certificate No. 2004-650020959-03

Dear Consultant:

Upon review of the information submitted in support of your application for Miami-Dade County's A/E Pre-Qualification Certification, we hereby approve your firm's qualifications to provide professional services to the County as stated in the attached A/E Pre-Qualification Certificate. This certificate should be displayed in a conspicuous location within your facility and will be in effect until the expiration date shown on the certificate.

If at any time, your firm applies and is subsequently certified under anyone of the Department of Business Development's business enterprise programs, a revised A/E Pre-Qualification Certificate will be issued and your firm will be afforded the opportunity to participate in the competitive process for County contracts in accordance with provisions of the appropriate business enterprise program.

Please note that you are required to report any significant changes to your firm during the A/E Pre-Qualification Certification period, such as changes in staffing, qualifier, ownership, etc., to the Pre-Qualification Certification Coordinator located at 175 N. W. First Avenue, 28th Floor, Miami, Florida 33128-1835, within thirty (30) days from such a change. Similarly, upon review of such notification, a revised A/E Pre-Qualification Certificate will be issued.

If you have any questions regarding your firm's A/E Pre-Qualification Certification, please contact the Pre-Qualification Certification Management Unit at (305) 375 -1048.

Sincerely,

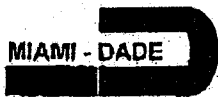
Marsha E. Jackman, Director
Department of Business Development

MEJ/AAV:
Attachments

cc: PQC File



52



Miami-Dade County, Florida
Statement of Engineering, Architecture,
Landscape Architecture, Land Surveying
and Mapping Certification

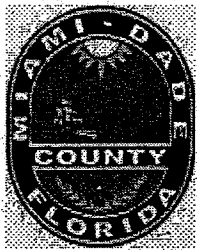


Firm: EDWARD LEWIS ARCHITECTS, INC.
 250 Bird Road 212
 Coral Gables FL 33146

| Category | Committee Review | Approval | Expires |
|--|---------------------|------------|------------|
| 1.02 - Architectural Design | 10/22/2003 | / / | 10/31/2004 |
| 1.02 - Architectural Design | 10/22/2003 | / / | 10/31/2004 |
| 4.00 - Architecture | 10/22/2003 | / / | 10/31/2004 |
| 8.00 - Architectural Construction Management | 10/22/2003 | / / | 10/31/2004 |
| 9.14 - Architecture | 03/24/2004 | 03/24/2004 | 10/31/2004 |
| 2.00 - ADA Title II Consultant | 10/22/2003 | / / | 10/31/2004 |

53

Luisa M. Donovan
 Luisa Millan-Donovan, R.A.,



MIAMI DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION

DOLLARS AWARDED & PAID TEAM REPORT

CICC Project Name: MIA BUILDING 890/25 OVERHAUL ADF

CICC Project No: A04-MDAD-01

Measures: 100% CBE SET- ASIDE

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 03/26/2004

| | Awarded Amount | Paid Amount |
|---|-----------------------|-----------------------|
| ARCHITECTS INTERNATIONAL, INC. | | |
| ARCHITECTS INTERNATIONAL, INC. | 123,485.00 | 731,980.03 |
| VITAL ENGINEERING, P.A. | 100,000.00 | 173,284.90 |
| Team Total: | \$223,485.00 | \$905,264.93 |
| GURRI MATUTE, P.A. | | |
| GURRI MATUTE, P.A. | 867,191.00 | 760,297.69 |
| WILLIAM A. BERRY & ASSOCIATES, INC. | 0.00 | 48,238.16 |
| CIVIL WORKS, INC. | 800,612.24 | 1,439,619.96 |
| PLANNING AND ECONOMICS GROUP, INC. | 34,800.00 | 687,382.00 |
| DOUGLAS WOOD & ASSOCIATES, INC. | 10,000.00 | 61,363.00 |
| Team Total: | \$1,712,603.24 | \$2,996,900.81 |
| IDEAL ARCHITECTURAL DESIGN, P.A. | | |
| IDEAL ARCHITECTURAL DESIGN, P.A. | 117,496.00 | 229,040.85 |
| SAN MARTIN ASSOCIATES, INC. | 5,499,554.35 | 2,817,785.74 |
| PLANNING AND ECONOMICS GROUP, INC. | 34,800.00 | 687,382.00 |
| Team Total: | \$5,651,850.35 | \$3,734,208.59 |
| KVH ARCHITECTS, P.A. | | |
| KVH ARCHITECTS, P.A. | 1,500,000.00 | 98,197.36 |
| CRA - CLARKE, INC. | 18,253.00 | 1,519,795.82 |
| CIVIL WORKS, INC. | 800,612.24 | 1,439,619.96 |
| PLANNING AND ECONOMICS GROUP, INC. | 34,800.00 | 687,382.00 |

Dollars Awarded and Paid Team Report

merp_dap_report V 3/26/2004

Page 1 of 3

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MIAMI DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION

DOLLARS AWARDED & PAID TEAM REPORT

CICC Project No: A04-MDAD-01

Measures: 100% CBE SET- ASIDE

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 03/26/2004

Paid
Amount

Awarded
Amount

KVH ARCHITECTS, P.A.

SDM CONSULTING ENGINEERS, INC.

20,000.00

1,303,690.61

Team Total:

\$2,373,665.24

\$5,048,685.75

PAWA COMPLEX INT'L INC.

PAWA COMPLEX INT'L INC.

0.00

6,452,625.39

PLANNING AND ECONOMICS GROUP, INC.

34,800.00

687,382.00

Team Total:

\$34,800.00

\$7,140,007.39

RODRIGUEZ PETERSON & PORRAS ARCHITECTS, INC.

RODRIGUEZ PETERSON & PORRAS ARCHITECTS, INC.

835,695.00

270,455.99

TRIANGLE ASSOCIATES, INC.

500,000.00

347,247.10

LOUIS J. AGUIRRE & ASSOCIATES, P.A.

500,000.00

984,551.50

PLANNING AND ECONOMICS GROUP, INC.

34,800.00

687,382.00

Team Total:

\$1,370,495.00

\$2,289,636.59

SIXTO ARCHITECT, INC.

SIXTO ARCHITECT, INC.

79,300.00

8,073.00

NETWORK ENGINEERING SERVICES, INC.

4,595,000.00

94,347.53

DOUGLAS WOOD & ASSOCIATES, INC.

10,000.00

61,363.00

M. E. P. ENGINEERING, CORP.

45,000.00

14,107.00

PLANNING AND ECONOMICS GROUP, INC.

34,800.00

687,382.00

Team Total:

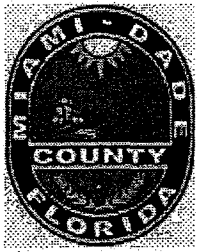
\$4,764,100.00

\$865,272.53

THE ARCHITECTURAL DESIGN CONSORTIUM, INC.

Dollars Awarded and Paid Team Report

pmerp_dap_report V 3/26/2004



MIAMI DADE COUNTY
CAPITAL IMPROVEMENTS CONSTRUCTION COORDINATION

DOLLARS AWARDED & PAID TEAM REPORT

CICC Project No: A04-MDAD-01

Measures: 100% CBE SET- ASIDE

Paid
Amount

Number of Agreements: 1

Project Type: PROJECT SPECIFIC

Submittal Date: 03/26/2004

Awarded
Amount

THE ARCHITECTURAL DESIGN CONSORTIUM, INC.

THE ARCHITECTURAL DESIGN CONSORTIUM, INC.

TASNIM UDDIN & ASSOCIATES INTERNATIONAL, INC.

WILLIAM A. BERRY & ASSOCIATES, INC.

PLANNING AND ECONOMICS GROUP, INC.

40,880.00

2,650,000.00

0.00

34,800.00

1,547,431.18

2,047,001.74

48,238.16

687,382.00

Team Total:

\$2,725,680.00

\$4,330,053.10

TUBOSUN GWA & PARTNERS, INC.

TUBOSUN GWA & PARTNERS, INC.

PLANNING AND ECONOMICS GROUP, INC.

40,000.00

34,800.00

350,172.00

687,382.00

Team Total:

\$74,800.00

\$1,037,554.00

56

ADDENDUM NO. TWO

DATE: March 23, 2004
DEPARTMENT: Miami-Dade Aviation Department
CICC PROJECT NAME: MIA Building 890/25 Overhaul ADF
CICC PROJECT NUMBER: A04-MDAD-01
SUBMITTAL DATE: March 26, 2004
CONSULTANT COORDINATOR: Fernando V. Ponassi

This Addendum is issued to clarify and/or modify the previously issued Notice to Professional Consultant (NTPC), and is hereby made part of the NTPC. All requirements of the NTPC not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on the form provided by incorporating it within your proposal upon submittal.

MODIFICATIONS:

1. In Section 1.3 entitled "Teaming Restrictions" delete the following paragraph:

1. Consultants electing to submit as a prime firm may only respond once to a solicitation, limited to participation on a single team. In the event of specific industry requirements, exceptions may be made by the County Manager or designee.

And insert the following text:

1. Consultants electing to submit as a prime firm may only respond once to a solicitation, limited to participation on a single team. If submitting as a prime firm, said firm may not participate as a sub-consultant on the same solicitation. In the event of specific industry requirements, the County Manager or designee may make exceptions.

ALL OTHER PROVISIONS OF THE ORIGINAL "NOTICE TO PROFESSIONAL CONSULTANTS" REMAIN UNCHANGED.

ec: Susan H. Pascul, Project Manager, MDAD

ADDENDUM NO. ONE

DATE: March 17, 2004
DEPARTMENT: Miami-Dade Aviation Department
CICC PROJECT NAME: MIA Building 890/25 Overhaul ADF
CICC PROJECT NUMBER: A04-MDAD-01
SUBMITTAL DATE: March 26, 2004
CONSULTANT COORDINATOR: Fernando V. Ponassi

This Addendum is issued to clarify and/or modify the previously issued Notice to Professional Consultant (NTPC), and is hereby made part of the NTPC. All requirements of the NTPC not modified herein shall remain in full force and effect as originally set forth. Please be sure to acknowledge receipt of this Addendum on the form provided by incorporating it within your proposal upon submittal.

CLARIFICATIONS:

1. Q. This solicitation has been advertised with 100% CBE Set-Aside measures. Is there any breakdown of the professional A&E services involved, so the Primes can better select their team members and assign what percentage of the total contract will be met by each one of them?
A. Attached please find a copy of the percentage of estimated professional services projected for this solicitation. Said services comprise all the technical certification categories required for this project.

ALL OTHER PROVISIONS OF THE ORIGINAL "NOTICE TO PROFESSIONAL CONSULTANTS" REMAIN UNCHANGED.

ec: Susan H. Pascul, Project Manager, MDAD

Building 890-25 overhaul
 Proj. #AD3-MCAD-01/D0998

| CAT. NO. | SERVICE DESCRIPTION * | PRIME CONSULTANT | SUB-CONSULTANT | PERCENT OF TOTAL CONSULTANT FEE |
|----------|---|------------------|----------------|---------------------------------|
| 1.00 | TRANSPORTATION PLANNING | | | |
| | 1.01 URBAN AREA AND REGIONAL TRANSPORTATION PLANNING | | | |
| | 1.02 MASS AND RAPID TRANSIT PLANNING | | | |
| | 1.03 AVIATION SYSTEM AND AIRPORT MASTER PLANNING | | | |
| | 1.04 PORT AND WATERWAY SYSTEMS | | | |
| 2.00 | MASS TRANSIT SYSTEMS | | | |
| | 2.01 MASS TRANSIT PROGRAM (SYSTEMS) MANAGEMENT | | | |
| | 2.02 MASS TRANSIT FEASIBILITY & TECHNICAL STUDIES | | | |
| | 2.03 MASS TRANSIT VEHICLE & PROPULSION SYSTEMS | | | |
| | 2.04 MASS TRANSIT CONTROL, COMMUNICATIONS, & INFORMATION SYSTEMS | | | |
| 3.00 | HIGHWAY SYSTEMS | | | |
| | 3.01 SITE DEVELOPMENT AND PARKING LOT DESIGN | | | |
| | 3.02 HIGHWAY DESIGN | | | |
| | 3.03 BRIDGE DESIGN | | | |
| | 3.04 TRAFFIC ENGINEERING AND OPERATIONS STUDIES | | | |
| | 3.05 TRAFFIC OPERATIONS DESIGN | | | |
| | 3.06 TRAFFIC CONTROL SYSTEMS ANALYSIS, DESIGN | | | |
| 4.00 | AVIATION SYSTEMS | | | |
| | 4.01 ENGINEERING DESIGN | | | |
| | 4.02 ARCHITECTURAL DESIGN | | | |
| 5.00 | PORT AND WATERWAY SYSTEMS | | | |
| | 5.01 ENGINEERING DESIGN | | | |
| | 5.02 ARCHITECTURAL DESIGN | | | |
| 6.00 | WATER AND SANITARY SEWER SYSTEMS | | | |
| | 6.01 WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS | | | |

2003 OCT 28 PM 4: 27

MINORITY AFFAIRS

| CAT. NO. | SERVICE DESCRIPTION * | PRIME CONSULTANT | SUB-CONSULTANT | PERCENT OF TOTAL CONSULTANT FEE |
|----------|---|------------------|----------------|---------------------------------|
| | 6.02 MAJOR WATER AND SANITARY SEWAGE PUMPING FACILITIES | | | |
| | 6.03 WATER AND SANITARY SEWAGE TREATMENT PLANTS | | | |
| 7.00 | SOLID WASTE COLLECTION AND DISPOSAL SYSTEMS | | | |
| 8.00 | TELECOMMUNICATION SYSTEMS | | | |
| 9.00 | SOILS, FOUNDATIONS, AND MATERIALS TESTING | | | |
| 10.00 | ENVIRONMENTAL ENGINEERING | | | |
| | 10.01 ENGINEERING DESIGN | | | |
| | 10.02 GEOLOGY SERVICES | | | |
| | 10.03 BIOLOGY SERVICES | | | |
| | 10.04 CHEMISTRY SERVICES | | | |
| 11.00 | GENERAL STRUCTURAL ENGINEERING | | 5% | |
| 12.00 | GENERAL MECHANICAL ENGINEERING | | 28% | |
| 13.00 | GENERAL ELECTRICAL ENGINEERING | | 28% | |
| 14.00 | ARCHITECTURE | 14% | | |
| 15.00 | GENERAL SURVEYING AND MAPPING | | | |
| | 15.01 LAND SURVEYING | | | |
| | 15.02 AERIAL PHOTOGRAMMETRY | | | |
| 16.00 | GENERAL CIVIL ENGINEERING | | 3% | |
| 17.00 | ENGINEERING CONSTRUCTION MANAGEMENT | | 20% | |
| 18.00 | ARCHITECTURAL CONSTRUCTION MANAGEMENT | | | |
| 19.00 | VALUE ANALYSIS AND LIFE-CYCLE COSTING | | | |
| | 19.01 TRANSPORTATION PLANNING | | | |
| | 19.02 MASS TRANSIT SYSTEMS | | | |
| | 19.03 HIGHWAY SYSTEMS | | | |
| | 19.04 AVIATION SYSTEMS | | | |
| | 19.05 PORT AND WATERWAY SYSTEMS | | | |
| | 19.06 WATER AND SANITARY SYSTEMS | | | |
| | 19.07 SOLID WASTE COLLECTION AND DISPOSAL SYSTEMS | | | |

| CAT. NO. | SERVICE DESCRIPTION * | PRIME CONSULTANT | SUB-CONSULTANT | PERCENT OF TOTAL CONSULTANT FEE |
|----------|---|------------------|----------------|---------------------------------|
| | 19.08 TELECOMMUNICATION SYSTEMS | | | |
| | 19.09 SOILS, FOUNDATIONS, AND MATERIALS TESTING | | | |
| | 19.10 ENVIRONMENTAL ENGINEERING | | | |
| | 19.11 GENERAL STRUCTURAL ENGINEERING | | | |
| | 19.12 GENERAL MECHANICAL ENGINEERING | | | |
| | 19.13 GENERAL ELECTRICAL ENGINEERING | | | |
| | 19.14 ARCHITECTURE | | 2% | |
| | 19.15 GENERAL CIVIL ENGINEERING | | | |
| | 19.16 LANDSCAPE ARCHITECTURE | | | |
| 20.00 | LANDSCAPE ARCHITECTURE | | | |

*Detailed descriptions of certification categories may be obtained from MDAD Contracts Administration.

**MIAMI-DADE COUNTY, FLORIDA
NOTICE TO PROFESSIONAL CONSULTANTS
MIAMI-DADE COUNTY AVIATION DEPARTMENT
MIA BUILDING 890/25 OVERHAUL ADF
CICC PROJECT NO. A04-MDAD-01**

The County Manager, Miami-Dade County (County), pursuant to Chapter 287.055, Florida Statutes, and Chapter 2, Section 2-10.4 of the Miami-Dade County Code as amended by Ordinance 95-64 and Administrative Order 3-39, announces that professional architectural, engineering and construction management (A/E) services will be required for MIA Building 890/25 Overhaul ADF, for the Miami-Dade Aviation Department (MDAD).

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| 1.2 Scope of Services | 1.11 Local Preference |
| 1.3 Teaming Restrictions | 1.12 Confidential Information |
| 1.4 Pre-Qualification Requirements | 1.13 Conflict of Interest Related To |
| 1.5 A/E Technical Certification Requirements | Section 2-11.1 of the Code Of |
| 1.6 Contract Measure(s) | Miami-Dade County, Florida |
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| Section-4 Acknowledgment of Addenda (Form 4) | |
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DIVISION 1.0 PROCEDURES AND SCOPE OF SERVICES

1.1 DEFINITIONS

The following definitions, as well as additional terms necessary for understanding the provisions of this solicitation are defined in Administrative Order 3-39, which may be obtained on the Internet at www.miamidade.gov, or from the Clerk of the Board, refer to Division 2.2 for location.

- a) **A/E** means architectural and engineering.
- b) **CICC** means the Miami-Dade County Office of Capital Improvements Construction Coordination.
- c) **Competitive Selection Committee** or **CSC** as defined in Section 2-10.4 (5) of the Code, shall be the committee appointed by the County Manager to evaluate qualifications and performance of the firms requesting consideration for the specific project and select the most qualified firm (s) to perform the services.
- d) **Consultant** means the respondent that receives an award of a Contract from the County as a result of this solicitation, which is also to be known as "Prime Consultant".
- e) **Contract** is synonymous with the term "Agreement", an Agreement refers to the Professional Services Agreement (PSA).
- f) **Multiple Projects Contract** is a contract for a "project" which constitutes a grouping of minor or substantially similar construction, rehabilitation or renovation activities as defined in Section 2-10.4(1)(e)(1) and (2), Code of Miami-Dade County.
- g) **Non-Responsive** means a proposer who in the County's sole discretion, has not complied with all of the material requirements outlined in the solicitation, as applicable, and may not be considered for contract award.
- h) **NTPC** means Notice to Professional Consultants, and denotes a document soliciting professional services which contains a description of the scope of services, technical certification requirements, contract measures established for the subject project, data sheets (forms to be completed and submitted as part of the proposal), and submission dates.
- i) **Pre-Qualification Certification** means an annual certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services, for firms serving as prime consultant or sub-consultant, pursuant to Miami-Dade County professional services agreements. Pre-Qualification Certification is the consolidation of the various certification processes into one streamlined process and includes, but may not be limited to, technical certification, affirmative action plan verification, vendor registration and execution of the basic Miami-Dade County affidavits, as applicable. The pre-qualification certification program is administered by the Department of Business Development (DBD). Pre-Qualification approval is granted to firms who have received approval from DBD on all the required certification processes outlined above.

- j) **Responsive** means a proposer who in the County's sole discretion, has complied with all of the requirements outlined in the solicitation, as applicable.
- k) **Project Specific Contract** is a contract for professional services for work of a specified nature, study or planning activity, as defined in Section 2-10.4(1)(e)(1) and (2), Code of Miami-Dade County.
- l) **Proposer**, is synonymous with the words "Submitter" or "Respondent", means the person, firm, entity or organization submitting a response to this solicitation.

1.2 SCOPE OF SERVICES

The scope of services include but are not limited to providing complete professional architectural, engineering, and construction administration services to execute life safety work and required repairs for building/life safety code requirements upgrades for Building 890/25. Consultants shall provide construction document preparation that identifies each problem, its location and repair method, bidding assistance, and construction administration. Known repairs include: refurbishment of hangar doors, repairs to the electrical and heat, ventilation and air conditioning (HVAC) systems, fire alarm and life safety upgrades, compliance with the requirements of the Americans with Disabilities Act, compliance with current code requirements, and exterior painting. Consultants shall coordinate scope of work with anticipated Florida Power and Light (FPL) lighting retrofit and replacement of air handling unit's (AHU) and controls work. The estimated construction budget for this project is \$6,150,000.00.

1.3 TEAMING RESTRICTIONS

Respondents must select between submitting as a prime consultant or sub-consultant when responding to a specific solicitation. All affected proposals, wherein the respondent is in violation of this condition, shall not be considered.

1. Consultants electing to submit as a prime firm may only respond once to a solicitation, limited to participation on a single team. In the event of specific industry requirements, exceptions may be made by the County Manager or designee.
2. Due to the availability of firms in each of the specified A/E technical certification categories, A/E sub-consultants may only participate on three (3) teams when responding to a solicitation.
3. Due to the limited availability of firms to provide services for technical certification 19.14, Value Analysis and Life-Cycle Costing-Architecture, sub-consultants may participate on more than three (3) teams for this category of service.

Please be advised that in the event a prime firm or sub-consultant fails to adhere to the restrictions stated herein and participates in more than the outlined maximums, then all affected proposals shall be found non-responsive.

1.4 PRE-QUALIFICATION REQUIREMENTS

All firms and/or individual consultants properly licensed to provide engineering, architectural, landscape architectural, land surveying and, mapping services, (A/E) regardless of their individual assignments in

connection with this project, and responding to this solicitation must have filed with the Department of Business Development (DBD) a pre-qualification package and have an approved pre-qualification status from DBD, in accordance with Chapter 2, Section 2-10.4 and Administrative Order 3-39 of Miami-Dade County, by the response deadline of this solicitation. Firms and/or individual consultants are required to have and maintain an approved pre-qualification certification status at the time of submittal to this "Notice to Professional Consultants", throughout the selection process, at time of award, and throughout the duration of the contract term without any lapses.

Interested A/E firms **MUST** secure the required pre-qualification certification which includes, but may not be limited to technical certification, affirmative action plan verification, vendor registration and execution of the basic Miami-Dade County affidavits, as applicable prior to the submittal date.

PLEASE VERIFY EACH TEAM MEMBER PROVIDING A/E SERVICES HAS AN APPROVED PRE-QUALIFICATION CERTIFICATION PRIOR TO THE RESPONSE DEADLINE.

1.5 A/E TECHNICAL CERTIFICATION REQUIREMENTS

14.00 Architecture (PRIME)

- | | |
|--------------------------------------|--|
| 11.00 General Structural Engineering | 16.00 General Civil Engineering |
| 12.00 General Mechanical Engineering | 17.00 Engineering Construction Management |
| 13.00 General Electrical Engineering | 19.14 Value Analysis and Life-Cycle Costing- Architecture |

To satisfy the technical certification requirements for the requested services, valid technical certification in all of the above-specified area(s) of work must be held by a firm responding as a sole respondent, or a team of firms. Teams of firms must designate one of its members as the "prime consultant". The **Prime Consultant** will be held responsible for the coordination of all work and must hold technical certification in Categories 14.00 Architecture. Joint ventures shall not be allowed. Furthermore, if an individual is providing services that require technical certification by Miami-Dade County, the individual is required to have the relevant certification(s). Individuals who are not technically certified will not be "allowed" to perform work for those scopes of work requiring technical certification. Additionally, firms that list other areas of work as supplements to the required technical certifications must also be certified for those supplemental areas.

For questions regarding Miami-Dade County's A/E Technical Certification, that are not related to this project and Certification Committee meeting dates, please contact Frederic Toney, Department of Business Development, (305) 375-1048.

1.6 CONTRACT MEASURE(S)

The Miami-Dade County Community Business Enterprises (CBE) contract participation provisions are as follows:

1 AGREEMENT – 100% CBE SET-ASIDE

Proposed participating CBE firms must have a valid Miami-Dade County CBE certification by the response deadline of this solicitation. If selected, participating CBE firms must have a valid CBE certification at the

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time of award of the contract and throughout the contract term(s). Proposers are advised that the CBE certification process takes approximately eight weeks to complete.

All required CBE documents included in the Participation Provisions Package, of this solicitation, must be completed and submitted. Failure to submit the required documentation may render the proposal non-responsive.

1.7 SCHEDULE

The anticipated schedule for this solicitation and contract approval is as follows:

NTPC available for distribution: February 27, 2004

Pre-Submittal Project Briefing: March 8, 2004 3:30 P.M.

Location: Miami International Airport, Building 5-A
4200 NW 36th Street, 4th Floor, Conference Room "F"
Miami, Florida

Deadline for receipt of questions: March 16, 2004, at 5:00 P.M. (Local Time)

Deadline for receipt of proposals: March 26, 2004 at 12:00 P.M. (Local Time)
(See Division 2.2 for location)

Consultant Coordinator: Fernando V. Ponassi
Address: 111 N.W. 1st Street, Suite 1715
Miami, FL 33128-1974
Telephone: (305) 375-5637
Fax: (305) 375-1083
E-Mail: FernanP2@miamidade.gov

All questions in connection with this project shall be in writing and addressed to the Consultant Coordinator, with a copy filed with the Clerk of the Board. Requests for copies of all public documents may be obtained from the above referenced Consultant Coordinator.

While attendance is not mandatory, interested parties are encouraged to attend the **Pre-Submittal Project Briefing**. This meeting provides interested parties a more detailed scope of the requested services, response requirements, and provides any necessary clarifications prior to the response deadline. Proposers are encouraged to submit any questions in writing, to the Consultant Coordinator no less than **three (3)** working days in advance of the pre-submittal project briefing date.

1.8 NTPC AVAILABILITY

A copy of the NTPC, forms and accompanying participation provisions, as applicable may be obtained at the Vendor Information Center (VIC), located at 111 NW 1st Street, Lobby Level, Suite 112, Miami, FL 33128. The phone and fax numbers respectively for the VIC are (305) 375-5773 and (305) 372-6184. A solicitation notification will be forwarded electronically to all consultants who are pre-qualified with Miami-Dade County and have included an e-mail address on their vendor registration form. It will also be e-mailed to

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those that have vendor enrolled. Additionally, those pre-qualified firms without an e-mail address will be faxed a solicitation notification. The NTPC and accompanying documents may be obtained online at <http://www.miamidade.gov> and click on "Business" for additional information on how to do business with Miami-Dade County.

1.9 APPLICABLE LEGISLATION

The selected consultant will be required to abide by all applicable federal, state and local laws and ordinances, as amended. Among the applicable local laws and ordinances are:

ORDINANCES

- **97-215**--Office of the Inspector General
- **02-3**--Cone of Silence
- **02-38**--Local Preference
- **03-107**--Ordinance Amending Section 2-11.1 (s) of the Conflict of Interest and Code of Ethics

RESOLUTIONS

- **R-1049-93**--Affirmative Action Plan Furtherance and Compliance
- **R-385-95**--Policy prohibiting contracts with firms violating the A.D.A. and other laws prohibiting discrimination on the basis of disability A.D.A. requirements, are a condition of award, as amended by Resolution **R-182-00**
- **R-516-96**--Independent Private Sector Inspector General (IPSIG) Services
- **R-744-00**--Requiring the continued engagement of critical personnel in contracts for professional services for the duration of the project.
- **R-185-00**--Domestic Violence Leave requirements are a condition of award

ADMINISTRATIVE ORDERS

- **3-20**--Independent Private Sector Inspector General (IPSIG) Services
- **3-26**--Ordinance amending Section 2-10.4 requiring certain agreements for Professional Architectural and Engineering Services to include Value Analysis as a part of the base scope of services.
- **3-27**--Cone of Silence
- **3-31**--Taping Procedures for all Proceedings of Selection and Negotiation Committees
- **3-32**--Community Business Enterprise Program
- **3-34**--Formation and Performance of Selection Committee
- **3-39**--Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders and Reporting

Pursuant to Administrative Order No. 3-31, effective February 4, 2001, please be advised that videotaping proceedings of the Selection or Negotiation Committee meetings, requires fourteen (14) business days advance notification of scheduled meeting to the Office of Capital Improvements Construction Coordination. Copies of the aforementioned Ordinances and Resolutions may be obtained at the Clerk of the Board's Office refer to Division 2.2 for location.

1.10 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP, RFQ or bid after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence **prohibits any communication** regarding RFPs, RFQs or bids between, among others:

- potential vendors, service providers, bidders, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff;
- potential vendors, service providers, bidders, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Information Center, the responsible CICC Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time unless specifically prohibited by the applicable RFP, RFQ or bid document.

Proposers or bidders must file a copy of any written communications with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request.

Written communications may be in the form of fax or e-mail, with a copy to the Clerk of the Board. The telephone number for the Clerk of the Board is (305) 375-5126 and fax number is (305) 375-2484 and their e-mail is clerkbcc@miamidade.gov.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any RFP award, RFQ award or bid award void. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers or bidders should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

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1.11 LOCAL PREFERENCE

The evaluation and ranking of proposals is subject to Sections 2-10.4 and 2-8.5 of the Miami-Dade County Code, which, except where Federal and State law mandates to the contrary, provides that a preference be given to a local proposer. Local business means a proposer has a valid occupational license issued by Miami Dade County at least one year prior to bid or proposal submission to do business in Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and has a physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. For architectural and engineering professional service solicitations, if two firms, one local and one non-local are within 5% of each other's ranking, the local firm will proceed to negotiations with the County. In the case of a two-tier evaluation process, the local preference shall also apply at the conclusion of the first-tier to allow eligible local proposers within 5% of the top ranked firms selected to advance to the second-tier evaluation to also participate in the second-tier review. Local preference is only applicable to the Prime firm. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations.

1.12 CONFIDENTIAL INFORMATION

The Proposer or Bidder shall not submit any information in response to this solicitation which the Proposer or Bidder considers to be a trade secret or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder or Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid or proposal as protected or confidential, the County shall endeavor to redact and return that information to the Bidder or Proposer as quickly as possible, and if appropriate. The County will then evaluate the balance of the bid or proposal. The redaction or return of information pursuant to this clause may render a bid or proposal non-responsive.

1.13 CONFLICT OF INTEREST RELATED TO SECTION 2-11.1 OF THE CODE OF MIAMI-DADE COUNTY

If any consultant has any questions regarding conflicts of interest, the question(s) shall be submitted by the Prime Consultant prior to the submittal date, to the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission), 19 West Flagler Street, Suite 207, Miami, Fl 33130, Attn: Robert Meyers, Executive Director, for evaluation as to any possible conflicts of interest. Determinations by the Ethics Commission shall be rendered prior to the completion of the selection process and shall be deemed final. Any Prime Consultant, sub-consultants, or members found to have a conflict of interest will render the Prime Consultant's submittal non-responsive.

1.14 COUNTY MANAGER'S AUTHORITY UNDER SECTIONS 2-8.2.5 AND 2-285 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA

The County Manager may negotiate and settle contractor claims, and issue change orders for additional work under contract and amendments for professional services agreements solicited under Sections 2-8.2.5 and 2-285, Code of Miami-Dade County. As to any specific contract or agreement, such change orders or amendments shall not exceed \$500,000 in cumulative amount and shall not exceed 15% of the contract price.

in cumulative percentage amount. However, change orders and amendments related to environmental remediation or health requirements shall require ratification by the Board of County Commissioners and shall not be subject to the foregoing limitations. The County Manager may also reduce in any amount the scope and compensation payable under any contract and grant compensable and non-compensable time extensions.

DIVISION 2.0 PROPOSAL REQUIREMENTS

2.1 FORMAT AND CONTENTS

Proposers should carefully follow the format and instructions outlined herein. Each proposal (original and copies), except for plans and schematics, if any, are to be submitted on 8 1/2" X 11" plain paper, individually bound. All documents and information must be fully completed and signed as required. Each proposal shall consist of, but not limited to, the completed forms and CBE documentation. Proposals must be subdivided and tabbed, to reflect the indicated sections in sequential order. Both prime and sub-consultant forms shall be submitted together under each of the sections. **Please do not include company brochures.** All respondents are strongly encouraged to implement the utilization of recycled paper and submit double-sided printed copies of their proposals. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

Every firm or team of firms, whether a sole respondent, a prime consultant firm, or a sub-consultant firm, **MUST BE RESPONSIVE TO ALL** applicable items contained in the following sections. Proposers shall **NOT MODIFY** any of the forms provided and **MUST SUBMIT** in their proposal the completed forms listed below.

Section-1 Table of Organization (Form 1) shall be completed and submitted by the prime to include an organizational chart clearly identifying all the firms on the team and their assigned services and personnel in connection with this project along with their Miami-Dade County's Technical Certification categories, as appropriate. Provide each firm's Federal Employee Identification Number (FEIN) for the entire team. Attach full education and experience resumes of Florida registered professionals and other key individuals assigned to the proposed team.

Be advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), or individual subconsultant(s) after the response deadline specified herein, will only be allowed at the discretion of Miami-Dade County. In no circumstances shall a change be allowed which results in a proposer gaining a competitive advantage over the other proposers.

Section-2 Prime Consultant Project Experience/References (Form 2A). The Prime consultant must submit three (3) completed Prime Consultant Relevant Project Experience/References (Form 2A) from professional references for three (3) projects performed within the last ten (10) years from the date of this submittal, which demonstrates experience similar to the requested services. Part 1 of the form is to be completed by the prime consultant and Part 2 is to be completed by the reference. Please complete all of the questions, where not applicable insert N/A.

Each sub-consultant on the team must submit one (1) completed Sub-Consultant Project Experience/References (Form 2B) from professional references for projects performed within the last ten (10) years from the date of this submittal, which demonstrates experience similar to the requested services. Part 1 of the form is to be completed by the sub-consultant and Part 2 is to be completed by the reference. Please complete all of the questions, where not applicable insert N/A.

If a firm has not performed similar projects to this solicitation, each firm is still required to submit the number of completed evaluations (Forms 2A & 2B), as indicated above for professional references.

Form 2C, Sub-Consultant Project Experience, each sub-consultant must provide on this form, at a minimum, two (2) relevant projects or references. This form may also be utilized by the prime consultant to provide additional project information relevant to past experience.

Prime and sub-consultants are advised to submit new references for each solicitation. CICC may utilize previous references submitted on prior solicitations combined with all past performance evaluations completed by Miami-Dade County personnel within the last 3 years. Furthermore, CICC reserves the right to request alternate references, when applicable.

RESPONDENTS FAILURE TO COMPLY WITH THE REFERENCED INFORMATION REQUESTED OF OR TO DEMONSTRATE TO THE COUNTY'S SATISFACTION THEIR RECORD OF PAST PERFORMANCE, SHALL BE CONSIDERED NEGATIVELY IN THE CONSULTANT'S EVALUATION UP TO AND INCLUDING THE POSSIBLE ALLOCATION OF A SCORE OF ZERO (0) FOR THE FIRST-TIER CATEGORY "PAST PERFORMANCE OF THE FIRMS", FOR THE AFFECTED TEAM. PLEASE ENSURE THAT EACH ONE OF YOUR REFERENCES HAVE BEEN ADVISED THAT THEY MAY BE CONTACTED BY CICC STAFF OR DESIGNEE TO VERIFY THE INFORMATION PROVIDED ON FORMS 2A, 2B AND 2C, AS APPLICABLE.

BE ADVISED THAT PURSUANT TO SECTION 2-11.1(P) OF THE MIAMI-DADE COUNTY CODE, COUNTY EMPLOYEES MAY NOT PROVIDE PERSONAL LETTERS OF RECOMMENDATION FOR PROFESSIONAL SERVICES FOR ANY PERSON OR FIRM FOR THE SUBJECT PROJECT.

Section-3 Local Business Preference Affidavit (Form 3) shall be completed and provided by the prime claiming a local office in Miami-Dade County. Proposers must complete, sign and notarize the form and attach applicable documents. Local preference is only applicable to the prime firm.

Section-4 Acknowledgment of Addenda (Form 4) shall be completed and submitted by the prime.

Section-5 Lobbyist Registration (Form 5) shall be submitted listing all members of the presentation team who will be participating in the second-tier (oral presentations) with the proposal. A revised Lobbyist Registration Form must be submitted to the Clerk of The Board five (5) days

prior to the second-tier (oral presentations) if additional individuals will be speaking at the second-tier meeting. Applicable fees may be required.

Exhibit "A" Work History Disclosure and Supplement form, submit only if not provided previously on other solicitations or as part of the Equitable Distribution Program (EDP).

If your firm has not previously completed and submitted this Work History Disclosure (WHD) form for previous solicitations or the Equitable Distribution Program, you are required to submit all information related to awards and/or payments received from Miami Dade County within the last three years of the date of this solicitation. Additionally, your firm may be required to complete a work history verification process with the Department of Business Development to clarify any discrepancies in the information provided.

All payments received for Miami-Dade County projects, inclusive of privately funded, through the submittal date of this solicitation must be reported to Miami-Dade County. If your firm has previously submitted a WHD form, all subsequent payments to your firm should have been reported on utilization reports (URs). If the URs were not submitted with your invoice previously, your firm must complete and submit a UR to the Department of Business Development (DBD) prior to the submittal date of this solicitation. Please be advised that construction and A/E payments should be reported individually on the URs, as well as the WHD.

Exhibit "B" CBE Provisions Package

THE COUNTY MANAGER MAY IMPOSE THE LOSS OF ELIGIBILITY TO PARTICIPATE IN COUNTY CONTRACTS FOR A SPECIFIED PERIOD OF TIME, NOT TO EXCEED FIVE (5) YEARS, FOR AN APPLICANT, ITS INDIVIDUAL OFFICERS, ITS SHAREHOLDERS WITH SIGNIFICANT INTERESTS, AND ITS AFFILIATED BUSINESSES FOR VIOLATIONS OF OR NON-COMPLIANCE WITH ADMINISTRATIVE ORDER 3-39, INCLUDING THE FALSIFICATION OF INFORMATION PROVIDED IN A PROPOSAL AND /OR CONSULTANT SELECTION DOCUMENTS.

2.2 SUBMITTAL REQUIREMENTS

Interested firms must submit their proposal in **SEALED ENVELOPES OR CONTAINERS**. All sealed envelopes and/or containers must clearly state on the envelope and/or container the name and number of the project, including the consultant's name, address and telephone number. Each sealed envelope or container shall include **ONE (1) ORIGINAL PROPOSAL and THREE (3) BOUND COPIES**.

All sealed envelopes and containers shall be delivered to the following location:

**Miami-Dade County
Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, Suite 17-202
Miami, Florida 33128
Attention: Mr. Fernando V. Ponassi
Re: Project No. A04-MDAD-01**

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Please note that pursuant to §119.07(3)(m) of the Florida Statutes, all proposals received will become part of the public record ten (10) days after the response deadline.

To preclude a late respondent from having an advantage, economic or otherwise, over the other respondents, all submittals shall be delivered to the Clerk of the Board in Suite 17-202, not later than the response deadline. The Clerk of the Board will stamp each submittal with the date and time of receipt. This stamp shall constitute definite evidence of such date and time. Following the response deadline, all submittals received before such time shall be opened.

The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

BE ADVISED THAT ANY AND ALL SEALED PROPOSAL ENVELOPES OR CONTAINERS RECEIVED AFTER THE SPECIFIED RESPONSE DEADLINE IN DIVISION 1.7 SHALL NOT BE CONSIDERED.

2.3 POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; or waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

2.4 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

DIVISION 3.0 EVALUATION/SELECTION PROCESS

3.1 INTRODUCTION

The proposals will be evaluated by a CSC appointed by the County Manager. The Committee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

3.2 SELECTION PROCESS

Proposals will be evaluated based on a two-tier selection process in accordance with the guidelines established in A.O. 3-39. A summary of the evaluation process to be used in this solicitation is set forth below.

3.3 PROPOSAL EVALUATION

The CSC will evaluate responsive proposals based on the criteria listed below.

A proposer may receive the maximum points (100 points) or a portion of this score depending on the merit of its proposal, as judged by the CSC in accordance with the following criteria:

| <u>FIRST-TIER SELECTION CRITERIA</u> | <u>MAX. POINTS</u> |
|--|---------------------------|
| 1A. Qualifications of firms including the team members assigned to the project | 50 |
| 2A. Knowledge and past experience of similar type projects | 20 |
| 3A. Past performance of the firms | 20 |
| 4A. Amount of work awarded and paid by the County | 5 |
| 5A. Ability of team members to interface with the County | 5 |

Criteria 4A's point value will be applied to the teams based on the amount of dollars awarded and paid to the A/E firms which are part of the proposing team.

This category will be evaluated based on the amount of total dollars awarded and paid by Miami-Dade County and all payments received for Miami-Dade County projects, inclusive of privately funded for each prime consultant and sub-consultant firm(s) on the team, for a period which includes the previous three (3) years in their entirety (January 1 – December 31) and the current year through the submittal date of a specific solicitation.

The actual net paid dollars will be calculated at 100%, for both the prime and sub-consultants on a team. The net paid dollar value of services performed as a prime consultant shall exclude the sub-consultant agreement or fees associated with the subject professional services performed.

Each team's total dollars awarded and paid shall be provided to the selection committee members for their review and evaluation. **Committee members may consider the teams' least dollar values when assigning point values from 1 (more total dollars) to 5 (less total dollars), for this category.**

| <u>SECOND-TIER SELECTION CRITERIA</u> | <u>MAX POINTS</u> |
|--|--------------------------|
|--|--------------------------|

| | |
|---|----|
| 1B. Knowledge of project scope | 50 |
| 2B. Qualifications of team members assigned to the project | 40 |
| 3B. Ability to provide required services within schedule and budget | 10 |

The CSC will determine the ranking by adding all of the evaluation scores from the criteria set forth in Division 3.3, via written ballot to the consultant coordinator. The consultant coordinator shall record the scores for each respondent and read the information into the record. At the conclusion of the first-tier selection, a minimum of three (3) of the highest ranked proposers will be short-listed, or by a majority vote, the CSC may determine the maximum number of firms to advance to the second-tier selection (oral presentations). Alternatively, the CSC may waive the second-tier selection process by a majority vote and make a final recommendation to the County Manager, that a contract be negotiated with the highest ranked responsive and responsible proposer(s), based on the first-tier criteria only.

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If the CSC chooses to proceed to the second-tier, the CSC shall evaluate the short-listed proposers based on the second-tier criteria outlined in Division 3.3.

Subsequent to full consideration of local preference and tiebreakers at both the first and second-tiers, the CSC will make its final recommendation to the County Manager that a contract be negotiated with the highest ranked responsive and responsible proposer(s). The three (3) highest-ranking teams will be recommended to the County Manager, in order of preference, for his review and concurrence. Upon the County Manager's approval, the County shall enter into negotiations with the recommended proposer(s).

**GEORGE M. BURGESS
COUNTY MANAGER
MIAMI-DADE COUNTY, FLORIDA**

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MIAMI-DADE COUNTY CICC FORM 1

TABLE OF ORGANIZATION AND PROFESSIONAL RESUMES

INSTRUCTIONS:

Attach an organizational chart inclusive of all the following information.

1. Project title
2. Project number
3. List all of the firms in the team along with their assigned services and designated personnel assigned to this project.
4. List each of the Miami-Dade Technical Certification categories each firm on the team will be responsible for, in accordance with Section 1.5.
5. Federal Employee Identification Number (FEIN) for each firm on the team.

Attach full education and experience resumes of Florida registered professionals and other key individuals assigned to the proposed team.

Be advised that changes to the proposed team composition, such as adding, deleting or replacing a firm(s), or individual subconsultant(s) after the response deadline specified herein, will only be allowed at the discretion of Miami-Dade County. In no circumstances shall a change be allowed which results in a proposer gaining a competitive advantage over the other proposers.

MIAMI-DADE COUNTY-CICC (FORM 2A)

PRIME CONSULTANT - PROJECT EXPERIENCE/REFERENCES (3 REQUIRED)

PART 1 (To be completed by the Prime Consultant)

Consultant's Name: _____ FEIN No. _____
 Reference Project Name/Address: _____
 Reference Project Description: _____
 Scope of Services Provided: _____
 Professional Fees: \$ _____ Project Start Date: _____ Project Completion Date: _____
 Construction Start Date: _____ Construction Completion Date: _____ Not Applicable (N/A) _____
 Project Budget: \$ _____ Project Actual Cost: \$ _____

PART 2 (To be completed by the Reference)

Reference Company Name _____ Reference Name _____

Telephone No. _____ Fax No. _____ Email: _____

1) Was the project completed within the original professional services budget? Yes ☐ No ☐ N/A ☐
 If no, or N/A, provide comment _____

2) Were the construction documents completed within the scheduled time? Yes ☐ No ☐ N/A ☐
 If no, or N/A, provide comment _____

3) Was the project's construction completed within the scheduled time? Yes ☐ No ☐ N/A ☐
 If no, or N/A, provide comment on consultant's role _____

4) Was the project completed within the estimated construction budget? Yes ☐ No ☐ N/A ☐
 If no, or N/A, provide comment _____

5) Were contract amendments or change orders issued for Professional Services? Yes ☐ No ☐ If yes, please check all applicable
 Owner requested ☐ Errors & Omissions ☐ Other ☐ Comment _____

6) Were contract amendments or change orders issued for Construction? Yes ☐ No ☐ If yes, please check all applicable
 Owner requested ☐ Errors & Omissions ☐ Other ☐ N/A ☐

Comment: _____

7) Was the consultant responsive to the owner's needs? Yes ☐ No ☐ Comment _____

8) Communication between Consultant and Owner: Good ☐ Fair ☐ Poor ☐ Comment _____

9) Overall satisfaction with services provided and project as designed: Very satisfied ☐ Satisfied ☐ Not satisfied ☐
 Comment _____

Additional comments may be attached on a separate sheet. Please indicate if additional comments are provided: Yes ☐ No ☐

I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct.

Print Name of Authorized Reference: _____

Signature of Authorized Reference: _____ Title: _____

STATE OF _____ COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____, by _____
 (Date) (Affiant)

He/She is personally known to me or has presented _____ as identification
 (Type of identification)

 (Signature of Notary)

 (Serial Number)

 (Print or Stamp Name of Notary)

 (Expiration Date)

Notary Public _____

Notary Seal

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MIAMI DADE COUNTY-CICC (FORM 2B)

SUB-CONSULTANT - PROJECT EXPERIENCE/REFERENCES (1 REQUIRED)

PART 1 (To be completed by the Sub-Consultant)

Consultant's Name: _____ FEIN No. _____

Reference Project Name/Address: _____

Reference Project Description: _____

Scope of Services Provided: _____

Professional Fees: \$ _____ Project Start Date: _____ Project Completion Date: _____

Construction Start Date: _____ Construction Completion Date: _____ Not Applicable (N/A) _____

Project Budget: \$ _____ Project Actual Cost: \$ _____

PART 2 (To be completed by the Reference)

Reference Company Name _____ Reference Name _____

Telephone No. _____ Fax No. _____ Email: _____

- a) Was the project completed within the original professional services budget? Yes ☐ No ☐ N/A ☐
If no, or N/A, provide comment _____
- b) Were the construction documents completed within the scheduled time? Yes ☐ No ☐ N/A ☐
If no, or N/A, provide comment _____
- c) Was the project's construction completed within the scheduled time? Yes ☐ No ☐ N/A ☐
If no, or N/A, provide comment on consultant's role _____
- d) Was the project completed within the estimated construction budget? Yes ☐ No ☐ N/A ☐
If no, or N/A, provide comment _____
- e) Were contract amendments or change orders issued for Professional Services? Yes ☐ No ☐ If yes, please check all applicable
Owner requested ☐ Errors & Omissions ☐ Other ☐ Comment _____
- f) Were contract amendments or change orders issued for Construction? Yes ☐ No ☐ If yes, please check all applicable
Owner requested ☐ Errors & Omissions ☐ Other ☐ N/A ☐
Comment: _____
- g) Was the consultant responsive to the owner's needs? Yes ☐ No ☐ Comment _____
- h) Communication between Consultant and Owner: Good ☐ Fair ☐ Poor ☐ Comment _____
- i) Overall satisfaction with services provided and project as designed: Very satisfied ☐ Satisfied ☐ Not satisfied ☐
Comment _____
- Additional comments may be attached on a separate sheet. Please indicate if additional comments are provided: Yes ☐ No ☐

I hereby certify that to the best of my knowledge and belief all the foregoing information is true and correct.

Print Name of Authorized Reference: _____

Signature of Authorized Reference: _____ Title: _____

STATE OF _____ COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____, by _____
(Date) (Affiant)

He/She is personally known to me or has presented _____ as identification
(Type of identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____ Notary Seal

MIAMI-DADE COUNTY - CICC (FORM NO. 2C)

SUB-CONSULTANT PROJECT EXPERIENCE/REFERENCES (see Note 1 below)

| | | |
|--|---|----------------------|
| Consultant Name | Federal Employee Identification Number (FEIN) | |
| Company Type* | Address, City, State, Zip Code | |
| Telephone No. | | |
| List projects performed within the last ten (10) years of the solicitation, which demonstrate experience similar to the requested services. If none, sub-consultants must complete the information requested below for a minimum of two (2) professional references. | | |
| Project Name | Project Reference #1 | Project Reference #2 |
| Project Address, City, State, Zip Code | | |
| Project Description | | |
| Reference Name | | |
| Reference Title | | |
| Reference Company Name | | |
| Reference Company Address, City, State, Zip Code | | |
| Reference Telephone No. | | |
| Reference Fax No. and Email Address | | |
| Project Budget | | |
| Project Actual Cost | | |
| Professional Services Fees | | |
| Project Start date | | |
| Project Completion Date | | |
| Description of Services performed by Sub-Consultant | | |
| % of Sub-Consultant work relative to overall Professional Services | | |
| Name of Key Personnel involved in the Project | | |
| * Company Type refers to: Architectural, Engineering, Construction, or Other | | |

Note 1: This Form may be utilized by Prime-Consultants to provide additional reference information in addition to the required number, indicated in Section 2.1, Section-2.

**MIAMI-DADE COUNTY CICC
FORM NO. 3**

LOCAL BUSINESS PREFERENCE AFFIDAVIT

Proposals submitted for this solicitation will be reviewed by the Evaluation/Selection Committee for a local business preference in accordance with Miami-Dade County Ordinance 02-38 amending Sections 2-8.5 and 2-10.4 of the Miami-Dade County Code, defining local business preference. Local business means the proposer, has a valid occupational license issued by Miami-Dade County at least one year prior to bid or proposal submission to do business in Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade County from which the proposer operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

In order for Proposers to be considered for local preference, the proposal submission must present all information requested by the County in this Firm Data Sheet.

Place of Business (Local Office)

Proposers claiming a local office in Miami-Dade County must complete all pages of this form, attach applicable documents, appropriately sign and notarize this Form, and include this completed Form with applicable documents in their proposal submission.

Response to Miami-Dade County Request for Local Business Preference

The following information is required from the **Proposer** (prime contractor or prime consultant) in order to be considered for local preference:

1. Does the Proposer have a Miami-Dade County Occupational License that authorizes the business to provide the goods, services or construction to be purchased? (Check one)

☐ Yes ☐ No

If "Yes", proceed to item 2 below. If "No," please go to item 6 below.

2. Does the Proposer have a physical business address located within the limits of Miami-Dade County, Florida from which the Proposer operates or performs business? (Check one)

☐ Yes ☐ No

If "Yes", proceed to item 3 below. If "No," please go to item 6 below.

3. If the answer to Question 2 is "Yes", state the physical business address, city and zip below. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

4. **Submit proof of occupancy** of the Miami-Dade County location identified in item "3 above. If a proposer is leasing space from another company, a copy of the lease or an affidavit from the lessor must be submitted.

5. **Submit a copy of the Miami-Dade County Occupational License for the past two years** that authorizes the business to provide the goods, services or construction to be purchased.

6. Complete the following:

Proposer: _____

Federal Employer Identification Number: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public _____
(State)

Notary Seal

**MIAMI-DADE COUNTY CICC
FORM 4**

ACKNOWLEDGEMENT OF ADDENDA

CICC PROJECT NO.: _____

DEPARTMENT: _____

PROJECT TITLE: _____

Instructions: Complete Part I or Part II, as applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 200__

Addendum #2, Dated _____, 200__

Addendum #3, Dated _____, 200__

Addendum #4, Dated _____, 200__

Addendum #5, Dated _____, 200__

Addendum #6, Dated _____, 200__

Addendum #7, Dated _____, 200__

PART II:

No Addendum was received in connection with this solicitation.

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ **Fax:** _____

Federal Employer Identification Number: _____

Authorized Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

LOBBYIST REGISTRATION FOR ORAL PRESENTATION

1. PROJECT TITLE: _____
2. CICC PROJECT NO.: _____ DEPARTMENT: _____
3. FIRM/PROPOSER'S NAME: _____
 ADDRESS: _____ ZIP: _____
 BUSINESS TELEPHONE: () _____ FAX: () _____
4. List All Members of Presentation Team Who Will Participate in the Oral Presentation

| NAME | TITLE | EMPLOYED BY | TELEPHONE NO. |
|-------|-------|-------------|---------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(ATTACH ADDITIONAL COPIES OF THIS SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY. Proposers are advised that any individual substituted for or added to the presentation team after submittal of the proposal and filing by staff, **MUST** register with the Clerk of the Board and pay all applicable fees. Other than for the oral presentation, Proposers who wish to recommendation of County personnel regarding this solicitation **MUST** register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provision of Section 2-11.1(s) of the Code of Metropolitan Dade County as amended.

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

STATE OF _____ (Name and Title of Signatory, Printed or Typed)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,

By _____, a _____,
 (Individual, Officer, Partner or Agent) (Sole, Corporation or Partnership)

who is personally known to me or who has produced _____
 as identification, and who did/did not take an oath.

 (Signature of Notary Public Taking Acknowledgment)


 (Name of acknowledger typed, printed or stamped)

 (Title or Rank)

 (Serial Number, if any)

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EXHIBIT A

| | | |
|---|---|---|
|  | Miami-Dade County WORK HISTORY DISCLOSURE (Dollars received on Miami-Dade County Projects as Prime and Sub) | CHECK ONE: <input type="checkbox"/> New |
|---|---|---|

In accordance with Miami-Dade County A.O. 3-39, all firms shall complete the requested information for Miami-Dade County projects as a prime and/or sub for the past three calendar years, in addition to the current year. For each year, indicate any award your firm has received during the above referenced years. Additionally, indicate all monies received for any Miami-Dade County work as a prime or sub, even if the award date was prior to the requested period of time. The intent is for the County to record all monies received by each firm, for County work over the requested timeframe, regardless of award date. If no work has been awarded or paid indicate so by writing "None" in the appropriate areas. The dollar value paid by Miami-Dade County to the firm for professional services performed should be reported as gross dollars paid. All dollars paid by a prime to sub-consultants shall be reported on the supplemental form for each of the respective contracts. All Change Orders to contracts must be included in the Awarded Amount under the year that it was awarded. Attach additional sheets if necessary.

NAME OF FIRM: _____

FEDERAL EMPLOYEE ID. NUMBER: _____

DATE: _____

| Years | Date of PSA | Acting As: | Project Number | Title of Project | Total Gross Award Amount | Gross Paid Amount |
|-------|-------------|---|----------------|--------------------------------|--------------------------|-------------------|
| 2000 | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | | | SUB-TOTAL FROM ATTACHED SHEETS | | |
| | | | | 2000 YEAR TOTAL | | |
| 2001 | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | | | SUB-TOTAL FROM ATTACHED SHEETS | | |
| | | | | 2001 YEAR TOTAL | | |
| 2002 | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | Prime <input type="checkbox"/> Sub <input type="checkbox"/> | | | | |
| | | | | SUB-TOTAL FROM ATTACHED SHEETS | | |
| | | | | 2002 YEAR TOTAL | | |

EXHIBIT A

| Years | Date of PSA | Acting As | | Project Number | Title of Project | Award Amount | Paid Amount |
|--------------------------------|-------------|-----------|--------------------------|----------------|--------------------------|--------------|-------------|
| 2003 | | Prime | <input type="checkbox"/> | Sub | <input type="checkbox"/> | | |
| | | Prime | <input type="checkbox"/> | Sub | <input type="checkbox"/> | | |
| | | Prime | <input type="checkbox"/> | Sub | <input type="checkbox"/> | | |
| | | Prime | <input type="checkbox"/> | Sub | <input type="checkbox"/> | | |
| | | Prime | <input type="checkbox"/> | Sub | <input type="checkbox"/> | | |
| | | Prime | <input type="checkbox"/> | Sub | <input type="checkbox"/> | | |
| SUB-TOTAL FROM ATTACHED SHEETS | | | | | | | |
| 2003 YEAR TOTAL | | | | | | | |
| 2004 | | Prime | <input type="checkbox"/> | Sub | <input type="checkbox"/> | | |
| | | Prime | <input type="checkbox"/> | Sub | <input type="checkbox"/> | | |
| | | Prime | <input type="checkbox"/> | Sub | <input type="checkbox"/> | | |
| | | Prime | <input type="checkbox"/> | Sub | <input type="checkbox"/> | | |
| | | Prime | <input type="checkbox"/> | Sub | <input type="checkbox"/> | | |
| | | Prime | <input type="checkbox"/> | Sub | <input type="checkbox"/> | | |
| SUB-TOTAL FROM ATTACHED SHEETS | | | | | | | |
| 2004 YEAR TOTAL | | | | | | | |

Does your Firm have a place of business in Miami-Dade County? Yes ☐ No ☐

The undersigned swears that the foregoing information is true, correct and complete. Any material misrepresentation will be grounds to initiate action under the provisions of the Miami-Dade County Code.

Signature of Affiant: _____

Printed Name of Affiant: _____

Title: _____

Sworn to subscribed before me this _____ Day of _____, 2004

Notary Public: _____

My Commission expires on: _____ Notary Seal: _____

Dollars Paid to Sub-consultants by Prime Consultant on Miami-Dade County Projects)

PLEASE TYPE OR PRINT CLEARLY

NAME OF FIRM: _____
FEDERAL EMPLOYEE ID NUMBER: _____
DATE: _____

84[illegible]

Work History Disclosure Supplement Form

[illegible][illegible]

The undersigned swears that the foregoing information is true, correct and complete. Any material misrepresentation will be grounds to initiate action under the provisions of the Miami-Dade County Code.

Signature of Affiant: _____ Sworn to subscribed before me this _____ Day of _____, 2004

Printed Name of Affiant: _____

Notary Public: _____

Title: _____

My Commission expires on: _____

Notary Seal: _____

**MIAMI-DADE COUNTY
FLORIDA**

DEPARTMENT OF BUSINESS DEVELOPMENT

**COMMUNITY BUSINESS ENTERPRISE PROGRAM FOR
ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING
PROFESSIONAL SERVICES
(CBE-A/E)**

(ORDINANCE 01-103 AND A.O. 3-32)

PARTICIPATION PROVISIONS

**There are two (2) Contract Measures:
Set-Aside and Subconsultant Goal**

THE CBE-A/E MEASURE(S) APPLICABLE TO THIS PROJECT:

Set-Aside

Subcontractor Goal

| |
|-----------|
| XX |
| |

**DEPARTMENT OF BUSINESS DEVELOPMENT
175 N.W. 1 AVENUE, 28th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 349-5960 FAX: (305) 349-5915**

SEPTEMBER 2003

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Ordinance 01-103 and Administrative Order 3-32 can be obtained from the Clerk of the Board located at the Stephen P. Clark Building, 111 N.W. 1 Street, Suite 17-202, Miami, Florida.

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereinafter referred to as "Provisions".

1. Agreement means an agreement proposed by the County, Fire, or Public Health Trust staff, or approved by the County Commission, Fire or Public Health Trust for architectural, landscape architectural, engineering, or surveying and mapping professional services.
2. Available or Availability means to have, prior to proposal submission, the ability to provide professional services under an agreement or subconsultant agreement by having reasonably estimated, uncommitted capacity and expertise; all licenses, permits, registrations, insurances and certifications; that are reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and the ability to otherwise meet all the proposal specifications.
3. Bonding Assistance may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.
4. Business Day means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.
5. Calendar Day means a twenty-four (24) hour period covering all days of the week (Monday through Sunday, including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.
6. CBE-A/E Program is the Community Business Enterprise Program for architectural, engineering, landscape architectural, surveying and mapping professionals.
7. Commercially Useful Function means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include: the evaluation of the amount of work subconsulted; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.
8. Community Business Enterprise (CBE-A/E) means a firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services,

including a design-build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million (\$2,000,000) dollars. A CBE-A/E will graduate out of the Program once it has exceeded these size limits based on its three-year average annual gross revenues. As part of the certification process, CBE-A/Es must go through a technical certification process, which will be used to determine which of the technical certification categories the CBE-A/E will be placed in. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the cumulative adjusted gross revenues of the applicant firm in combination with that of all of the firm's affiliates. No firm shall be certified as a CBE-A/E where the aggregate net worth of all of its owners is more than seven hundred fifty thousand (\$750,000) dollars. Representations as to gross revenues and net worth of owners shall be subject to audit.

9. Completed Fiscal Year means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.
10. Construction means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.
11. DBD means Miami-Dade County Department of Business Development.
12. Debar means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.
13. Design-Build Contract means a single contract with a design-build firm for the design and construction of a public construction project.
14. Design-Build Firm means a partnership, corporation, or other legal entity with the following characteristics:
 - a. A partnership or joint venture, having at least one partner in compliance with either of the following two requirements:
 - i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
 - b. An individual or corporation in compliance with the following two requirements:

- i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and
 - ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
15. DPM means Miami-Dade County Department of Procurement Management.
16. Firm means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, landscape architecture, design-build, and/or land surveying and mapping services.
17. Graduation means the CBE-A/E has exceeded the specific size limits stated for the Program and thus will no longer be eligible for participation in the Program.
18. Gross Revenues is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a firm and its domestic and foreign affiliates, amounts collected for another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.
19. Joint Venture means an association of two or more CBE-A/Es. Joint ventures shall be subject to the size limitations set forth in Ordinance 01-103.
20. Multiple Projects Contract is a contract for a "project" which constitutes a grouping of minor or substantially similar study of activities or substantially similar construction, rehabilitation or renovation activities as defined in Sec. 2-10.4(1)(e)(I) and (2) of the Code of Miami-Dade County.
21. Net Worth for the purposes of the size limits is defined as total assets minus total liabilities, of owners.
22. Owned means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate with the degree of ownership interest.
23. Pre-Qualification Certification is the certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services. It consolidates technical certification, affirmative action plan certification, and vendor registration and affidavit execution, into one application process.

24. Professional Services are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
25. Project Specific Awards are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the agency for work of a specified nature for a fixed capital study or planning activity.
26. Prompt Payment is the intent of the County that all firms providing professional services to the County shall receive payments promptly in order to maintain sufficient cash flow.
 - a. Contracts with CBE-A/E set-asides or subconsultant goals shall require that billings from consultants under prime professional services agreements with Miami-Dade County, Fire or the Public Health Trust shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire, or the Trust.
 - b. The Department of Business Development may investigate reported instances of late payments to CBE-A/Es.
 - c. The County Manager shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.
27. Proposal means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letter of interest, letter of participation or offer to perform the agreement.
28. Proposer means any firm that submits a proposal to provide professional services.
29. Qualifier means the individual who qualified the firm license holder as required by Florida Statute.
30. Review Committee or RC means the committee established by the County Manager to review proposed projects for the application of contract measures.
31. Review Committee Process involves the County Manager or his or her designee's establishment of an administrative procedure for the review of each proposed County agreement to which Ordinance 01-103, Administrative Order 3-32 and these Provisions apply, including the establishment of a committee to recommend whether

CBE-A/E measures should be applied.

32. Set-aside means reservation for competition solely among CBE-A/Es of given prime County agreements for architectural, landscape architectural, engineering, or surveying and mapping professional services.
33. Subconsultant Goal means a proportion of a prime agreement value stated as a percentage to be subconsulted to CBE-A/Es to perform a commercially useful function.
34. Suspension means temporary debarment for a period not to exceed two (2) years.
35. Technical Certification means a certification approved by the Miami-Dade County Technical Certification Committee that allows a firm to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services. Firms may be certified in several different technical categories for a maximum of three (3) years.

B. GENERAL INFORMATION

Except where federal or state laws or regulations mandate to the contrary, these Provisions shall require the review of all project specific contracts, design-build contracts and multiple contracts for architecture, landscape architecture, engineering, and surveying and mapping professional services funded in whole or in part with County funds to determine the appropriateness of applying measures as set forth in Ordinance 01-103 and Administrative Order 3-32.

These Provisions shall apply to all departments and agencies of the County, Fire and the Public Health Trust. These Provisions shall apply to every agreement to which a CBE-A/E set-aside or subconsultant goal is applied. The phrase "CBE-A/E contract measure(s)" means to apply the contract measure to this agreement as indicated on the cover sheet. Only the contract measure in the CBE-A/E program indicated on the cover sheet apply.

NOTE: THESE PROVISIONS ARE IN ADDITION TO FEDERAL REQUIREMENTS GOVERNING DISADVANTAGED BUSINESS ENTERPRISES.

1. The proposer shall fully comply with these Provisions which implement Miami-Dade County's Ordinance 01-103 and Administrative Order 3-32, respectively.
2. Miami-Dade County shall not award an agreement to any proposer which it determines fails to comply with the applicable requirements of these Provisions.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the Compliance Monitor at the Department of Business Development (DBD), 175 N.W. 1 Avenue, 28th Floor, Miami, Florida 33128 or by telephone (305) 349-5960,

facsimile (305) 349-5915.

C. CERTIFICATION

1. DBD is the County agency responsible for certifying applicants, decertifying and recertifying CBE-A/Es, and maintaining the Certification List. DBD shall maintain and publish at least monthly an updated list of CBE-A/Es, identifying each listed CBE-A/E based on each SIC/NAICS category, and each Technical Certification Category.
2. Proposers must utilize the most current certification list in complying with these Provisions. A current certification list may be obtained by contacting the Miami-Dade County Department of Business Development at 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128 or by telephone at (305) 349-5960, facsimile (305) 349-5915. A copy of the certification application and list are also available on DBD's Web Page through Miami-Dade County's Internet Portal at <http://www.co.miami-dade.fl.us/dbd/>.
3. A CBE-A/E must have a Pre-Qualification certification and a valid CBE-A/E certification in effect at the time of proposal submittal. For successful proposers, certification must be maintained from the time of proposal submittal throughout the duration of the agreement. With the exception of provisions described in the CBE-A/E Ordinance for graduation from the CBE-A/E program, loss of CBE-A/E certification may lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es shall allow site visits by DBD staff to determine continuing compliance with certification requirements.

D. JOINT VENTURES

Only joint ventures approved by DBD in accordance with Administrative Order 3-32 are eligible to participate as joint ventures in the CBE-A/E program. Joint ventures must be lawfully established. All members of the joint venture must be certified as CBE-A/Es before the joint venture can be approved. Joint ventures can participate under the CBE-A/E program on contracts with CBE-A/E set-asides or subconsultant goals.

Joint ventures must submit, prior to proposal submission, a Joint Venture Agreement containing the following information:

1. A description of the financial contribution of each member;
2. A list of the personnel and equipment used by each member;
3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;
4. An explanation of how the profits and/or losses will be distributed;

5. The bonding capacity of each member;
6. A description of any management or incentive fees for any of the members;
7. A statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and
8. A copy of any required State certificates or registrations.

E. CONTRACT MEASURES

Project specific and multiple project agreements for the purchase of architectural, landscape architectural, engineering, or surveying and mapping services, shall be reviewed for the application of agreement set-asides or subconsultant goals on such purchases.

1. Set-Aside Agreements

a. Respondent's Responsibilities for Agreement Set-Asides:

- i. In order to submit a proposal on a set-aside agreement, the proposer must be certified as a CBE-A/E prior to proposal submission date. A CBE-A/E awarded a set-aside agreement shall not transfer to a non-CBE-A/E, through subconsulting or otherwise, any part of the actual work of the agreement unless the proposal documents expressly and specifically permit such transfer as consistent with normal industry practice or the CBE-A/E requests and receives prior to agreement award, an approval letter from DBD.
- ii. A CBE-A/E that performs the work of a set-aside agreement with its own forces may count such work towards reducing the CBE-A/E goal applied to the agreement by a maximum of one hundred (100) percent.
- iii. Respondents on agreement set-asides must submit a completed "Set-Aside List of Subconsultants" (Form CBE 104) at the time of proposal submission. Respondents who fail to submit the Set-Aside List of Subconsultants shall be considered non-responsive.
- iv. Respondents must submit "Letters of Intent" (Form CBE 102) to the person or office to whom the proposal was submitted by 4:00 p.m. on the second business day following proposal submission. Defective Letters of Intent that are incomplete or inaccurate shall constitute non-compliance. Examples of defects include, but are not limited to, improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Intent. Respondents who fail to submit the Letter of Intent shall

be considered non-responsive.

- b. The following shall constitute a violation of these Provisions as they relate to an agreement that is set-aside:
 - i. Submission of a Set-Aside List of Subconsultants of CBE-A/E subconsultants that the respondent knew or should have known is incomplete or inaccurate;
 - ii. After proposal submission due date, deviations from the Set-Aside List of Subconsultants without the written approval of the Compliance Monitor;
 - iii. The utilization of a non-certified CBE-A/E;
 - iv. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
 - v. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
 - vi. Failure to submit "Architecture & Engineering Utilization Reports";
 - vii. Failure to comply with CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
 - viii. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from DBD; or
 - ix. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a "Set-Aside List of Subconsultants."

2. Subconsultant Goals

The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal form.

- a. Respondent's Responsibilities for Subconsultant Goals:
 - i. Respondents must submit a completed Schedule of Participation (Form CBE 101) at the time of proposal submission identifying all CBE-A/Es to be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work.

The Schedule of Participation constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBE-A/E s listed are qualified and available to perform as specified. The Schedule of Participation is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the identified CBE-A/Es for the scope of work at the percentage set forth in the Schedule of Participation.

- ii. Respondents who fail to submit the required Schedule of Participation at the time of proposal submission shall be considered non-responsive.
- iii. Respondents who submit a defective Schedule of Participation may be voidable. Examples of defects include, but are not limited to incomplete Schedules, the listing of an unidentifiable CBE-A/E, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.
- iv. A successful respondent that is a CBE-A/E or a CBE-A/E joint venture may perform up to one hundred percent (100%) of a CBE-A/E subconsultant goal with its own forces.
- v. Expenditures to subconsulting CBE-A/Es shall be counted toward meeting specified subconsultant goals as follows:
 - (1) One hundred percent (100%) of the expenditures to a CBE-A/E that performs a commercially useful function in the supply of services required for the fulfillment of the agreement;
 - (2) One hundred percent (100%) of the expenditures to CBE-A/Es that subconsult work further to non-CBE-A/Es, only if the proposal documents expressly and specifically permit such subconsulting as consistent with normal industry practice, or if the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from DBD;
 - (3) One hundred percent (100%) of the expenditures to CBE-A/Es that perform actual work with their own forces;
 - (4) None of the expenditures to a CBE-A/E that acts essentially as a conduit to transfer funds to a non-CBE-A/E unless the proposal documents expressly and specifically permit such transfers as consistent with normal industry practice or the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from DBD; and
 - (5) Only expenditures to CBE-A/Es made under a written subconsultant

agreement executed by both the prime consultant and the CBE-A/E shall be counted towards meeting the subconsultant goal.

- vi. Respondents must submit "Letters of Intent" (Form CBE 102) to the person or office to whom the proposal was submitted by 4:00 p.m. on the second business day following proposal submission. Defective Letters of Intent that are incomplete or inaccurate shall constitute non-compliance. Examples of defects include, but are not limited to, improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Intent. Respondents who fail to submit the Letter of Intent shall be considered non-responsive.
- vii. Respondents whose proposals do not meet the specified goal, in order to remain eligible, must submit to the Contracting Officer no later than 4:00 p.m. on the second business day following proposal submission, evidence proving the lack of available CBE-A/Es to afford effective competition to provide the services to meet the goal. To prove lack of availability, respondents must submit the following:
 - (1) Unavailability Certificates (Form CBE 103) either completed and signed by all of the CBE-A/Es certified to perform the scopes of work or completed and signed by the respondent explaining the contacts with all of the CBE-A/Es certified to perform the scopes of work, statements or actions of the CBE-A/Es showing unavailability, and the reason(s) why the CBE-A/Es' signature could not be obtained;
 - (2) A listing of any proposals received from a CBE-A/E, the scope of work, percentage of work and the respondent's reasons for rejecting each proposal;
 - (3) A statement of the respondent's contacts with DBD for assistance in determining available CBE-A/Es;
 - (4) A description of the respondent's process for soliciting and evaluating proposals from CBE-A/Es, including copies of telephone logs detailing time, date and name of contacts with potential subconsultants;
 - (5) Respondents may establish a CBE-A/E as unavailable if its proposal is not reasonably competitive with comparable proposals of non-CBE-A/E s for the same scope of work. To establish a CBE-A/E as unavailable if its proposal is not considered reasonably competitive, the prime consultant must furnish DBD with copies of all proposals received from all firms, both CBE-A/Es and non-CBE-A/Es, for

each specific scope of work for which they are claiming that the proposal is not reasonably competitive. A CBE-A/E's proposal will be considered reasonably competitive if its proposal, for the same scope of work, is within 25% of the proposal of comparably sized non-CBE-A/E firms;

- b. Respondents whose proposals do not meet the specified goal, and who do not prove lack of availability as indicated in 2. (a.) (vi.) above are not in compliance with these Provisions. The following shall constitute non-compliance with these Provisions as it relates to an agreement which has a CBE-A/E subconsultant goal:
 - i. The utilization of a non-certified CBE-A/E;
 - ii. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
 - iii. A prime consultant not meeting CBE-A/E subconsultant goal requirements;
 - iv. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
 - v. Failure to submit Architecture & Engineering Utilization Reports;
 - vi. Deviations from the Schedule of Participation without prior approval from DBD;
 - vii. Termination of the CBE-A/E's agreement without prior approval from DBD;
 - viii. Reduction of the scope of work of a CBE-A/E subconsultant without prior approval from DBD;
 - ix. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from DBD; or
 - x. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Schedule of Participation.
- c. County Responsibilities for Agreements Set-Asides and Subconsultant Goals:
 - i. DBD shall review the Schedules of Participation, Letters of Intent, and Unavailability Certificates to determine compliance with the agreement set-aside, or subconsultant goal stated in the proposal documents. The Compliance Monitor may meet with a respondent before recommending

that the Contracting Officer determine non-compliance. This written recommendation shall be forwarded to the respondent and the Contracting Officer.

- ii. In the event that the Contracting Officer receives a recommendation of non-compliance from the Compliance Monitor, he or she may conduct a meeting or hearing at which the respondent shall be afforded an opportunity to present data supporting its compliance with the goal. The Contracting Officer shall consider the evidence and make a determination as to compliance.

F. DESIGN-BUILD CONTRACTS

The design portion of the design-build contract is subject to the procedures outlined in these Provisions.

G. PROMPT PAYMENT

It is the County's intent that all firms, including CBE-A/Es providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

1. Prime Consultant Responsibilities

- a. A prime consultant shall include in its billing to Miami-Dade County, Fire or the Public Health Trust copies of those portions of the billings from CBE-A/E subconsultants utilized to meet the subconsultant goal applicable to the agreement which the prime consultant approves and whose cost is included in the payment amount requested from Miami-Dade County, Fire or the Public Health Trust.
- b. Prime consultant agreements to which a CBE-A/E subconsultant goal has been applied shall require that billings from CBE-A/Es be promptly reviewed and payment made to such CBE-A/Es on those amounts not in dispute within two (2) business days of receipt of payment therefore. The foregoing notwithstanding, the prime consultant shall pay billings from CBE-A/E subconsultants with whom they are in direct privity that are not in dispute within the timeframe recommended by the CBE-A/E Advisory Board and implemented by Administrative Order 3-32 as approved by the Board of County Commissioners.
- c. The prime consultant on an agreement to which a CBE-A/E subconsultant goal has been applied shall inform DBD, the Contracting Officer, and the CBE-A/E subconsultant, in writing, of those amounts billed by the CBE-A/E which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the CBE-A/E subconsultant to the prime consultant.

- d. Failure of the prime consultant to comply with the applicable requirements of Section (G)(1)(c) above shall result in the prime consultant's forfeiture of the right to use the dispute as justification for not paying the CBE-A/E subconsultant and payment shall be forthcoming from the prime consultant.

2. County Responsibilities

- a. Proposal documents for agreements with CBE-A/E agreement set-asides, or subconsultant goals shall require that billings from subconsultants under prime consultant agreements with Miami-Dade County, Fire or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire or the Trust.
- b. DBD may investigate reported instances of late payment to CBE-A/Es.

3. Finance Department Responsibilities

The Finance Department shall review billings from prime consultants under prime consultant agreements with Miami-Dade County, Fire, or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal and make payment on those amounts not in dispute within fourteen (14) calendar days of receipt of billing.

H. AGREEMENT COMPLIANCE AND MONITORING

1. Compliance Review

- a. The Compliance Monitor shall review respondent's submission for compliance with these Provisions on every agreement to which a CBE-A/E agreement set-aside, or subconsultant goal has been applied. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the respondent's proposal is determined to be in compliance or non-compliance with the requirements of these Provisions. The Compliance Monitor may consider relevant information from any person in making this decision. The Compliance Monitor may require the respondent to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.
- b. The Compliance Monitor shall notify the respondent in writing stating the facts and the reasons on which the non-compliance is based. The respondent may request a meeting within five (5) business days from the date of the notification of non-compliance. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule

of Participation and Letter of Intent will be accepted.

- c. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.
- d. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's non-compliance with these Provisions. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (1)(b) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Participation and Letter of Intent will be accepted.
- e. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
- f. The Contracting Officer shall provide a written determination of the respondent's compliance with these Provisions, along with a recommendation whether to award the agreement to the respondent, to the County Manager. A copy of such recommendation shall be sent to the respondent. Such recommendation shall not affect the power of the Board of County Commissioners to reject the respondent's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.
- g. Consideration of other proposals. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the agreement, the procedures set forth in this subsection may be carried out with respect to the proposals of one or more additional respondents at the same or different time with each such proceeding to be separately conducted.
- h. Failure of respondent to participate. The respondent will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action taken in the proceedings.
- i. Miami-Dade County shall not award an agreement to any respondent which, in its determination, fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any respondent from any of the terms,

conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the agreement document.

2. Post-Award Compliance and Monitoring

a. Approval of Subconsultant Agreements

The Successful Respondent shall submit to the Contracting Officer, for approval, written subconsultant agreements corresponding in all respects to the Successful Respondent's Schedule of Participation or Set-Aside List of Subconsultants. The Successful Respondent shall enter into a written subconsultant agreement with each listed CBE-A/E subconsultant and shall thereafter neither terminate any such subconsultant agreement, nor reduce the scope of work to be performed by, or decrease the price to be paid to the first tier CBE-A/Es thereunder, without in each instance obtaining prior written approval of the Contracting Officer. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

b. Access to Records

Successful respondents and CBE-A/Es shall permit the County to have access during normal business hours to books and records relating to the respondent's compliance with the agreement set-aside, or subconsultant goal applied to the agreement or relating to CBE-A/E compliance with certification requirements. Such books and records include but are not limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, telephone logs, checking accounts, journals, ledgers, correspondence, pension and benefits documents, and documents and records between the respondent or the CBE-A/E and other entities. This right of access shall be granted for one year after completion of the work or full payment of the agreement obligation, whichever comes last, or for one year after the expiration of CBE-A/E certification.

c. Access to Job Site

Successful respondents and CBE-A/Es shall permit the County to have access to project locations during normal business hours in order to conduct visual inspections and employee interviews.

d. Monthly/Quarterly Reporting

The successful respondent on a project that is a CBE-A/E agreement set-aside or on a project with CBE-A/E subconsultant goals shall submit monthly a Architecture & Engineering Utilization Report to the Compliance Monitor through the Contracting Officer on or before the tenth working day following

the end of the month the report covers. The Compliance Monitor shall give standard reporting forms to the successful respondent. The Architecture & Engineering Utilization Report is to be completed by the successful respondent. Where a subconsultant goal has been imposed, the Architecture & Engineering Utilization Report shall include information on CBE-A/Es utilized to meet such subconsultant goal. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.

- e. Deviations from the Schedule of Participation or Set-Aside List of Subconsultants
 - i. In the event that, during the performance of an agreement, the CBE-A/E is not able to provide the services specified on the Schedule of Participation, the successful respondent must locate a CBE-A/E to substitute for the unavailable CBE-A/E, unless the respondent can prove the lack of an available CBE-A/E to provide the services to be provided by the prior CBE-A/E. The successful respondent must receive approval for substitution from DBD by submitting a request in writing addressed to the Director of DBD through the Contracting Officer. The request must include a revised Schedule of Participation to include the substitute CBE-A/E and a Letter of Intent from the substitute CBE-A/E. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CBE-A/Es contacted, and the date of contact for each CBE-A/E. All certified CBE-A/Es certified in the appropriate professional service area under the technical certification categories must be contacted in order to prove lack of an available CBE-A/E.
 - ii. The Compliance Monitor shall be responsible for monitoring the performance of the successful respondent regarding compliance with agreement set-asides, or subconsultant goals applied to the agreements. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of CBE-A/Es from that described on the Schedule of Participation, and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the agreement that shall be monitored include, but are not limited to:
 - (1) Termination of a CBE-A/E's subconsultant agreement;
 - (2) Reduction in the scope of work to be performed by a CBE-A/E;

- (3) Modifications to the terms of payment or price to be paid to a CBE-A/E; or
- (4) Failure to enter into a subconsultant agreement with a CBE-A/E being utilized to meet a subconsultant goal.

iii. Excuse from entering into subconsultant agreements:

If, prior to execution of a subconsultant agreement required by these Provisions, the successful respondent submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the award of the agreement, a CBE-A/E who is to enter into such subconsultant agreement has unreasonably refused to execute the subconsultant agreement, or is not available, the successful respondent shall be excused from executing such subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below shall apply to this paragraph.

iv. Termination of Subconsultant Agreements:

If, after execution of a subcontract required by these Provisions the successful respondent submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not be reasonably have been aware until subsequent to the date of execution of such subconsultant agreement, a CBE-A/E, who entered into such subconsultant agreement has committed a material breach of the subconsultant agreement, the successful respondent shall be entitled to exercise such rights as may be available to him/her to terminate the subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below apply to this paragraph.

v. County's Determination of Respondent's Excuse or Termination:

If the successful respondent at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Respondent has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the successful respondent, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph (vi.) below apply to this paragraph.

vi. Alternative Subconsultant Agreements:

- (1) If the successful respondent is excused from entering into a subconsultant agreement or rightfully terminates a subconsultant agreement under this Administrative Order and without such subconsultant agreement, the Successful Respondent will not achieve the level of CBE-A/E participation upon which the agreement was awarded, the Successful Respondent shall make every reasonable effort to propose and enter into an alternative subconsultant agreement or subconsultant agreements for the same work to be performed by another available CBE-A/E as appropriate, for a subconsultant agreement price or prices totaling not less than the subconsultant agreement price under the excused or terminated subconsultant agreement, less all amounts previously paid thereunder.
- (2) The Successful Respondent must submit to the Compliance Officer a revised Schedule of Participation or Set-Aside List of Subconsultants and Letter of Intent to include the substitute CBE-A/E.
- (3) A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CBE-A/E. All CBE-A/Es certified within the appropriate professional service area under the technical certification categories must be contacted.
- (4) The Compliance Monitor may require the successful respondent to produce such information as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the respondent.
- (5) The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the successful respondent's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the successful respondent's written objection within ten (10) days of receipt of these objections.

I. SANCTIONS FOR AGREEMENT VIOLATIONS

Proposal and agreement documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a respondent's violation of or failure to comply with the CBE-A/E Ordinance, Administrative Order and these Provisions may result in the imposition of one or more of the following sanctions:

1. The suspension of any payment or-part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage;
3. Issuance of fines of up to two (2%) percent of the contract amount, said fines to be deducted from invoices;
4. Termination, suspension, or cancellation of the agreement in whole or part;
5. In the event a respondent or CBE-A/E attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter II A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the project on which the respondent or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the respondent or CBE-A/E has on County projects. In each instance, the respondent or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The respondent or CBE-A/E may also be subject to debarment.
6. In the event that a respondent fails to achieve the CBE-A/E measures after the agreement completion, the respondent will be required to make up the CBE-A/E deficit for an amount equal to double the amount of the CBE-A/E measure deficiency. The procedures for making up the CBE-A/E deficit are as follows:
 - a. Upon completion of a County agreement with CBE-A/E measures, the compliance monitor for DBD, in accordance with County Code governing the CBE-A/E program, will obtain the final Architecture & Engineering Utilization Report and determine if the respondent has met the CBE-A/E measures.
 - b. If the respondent has not met the CBE-A/E measures, the compliance officer will notify the respondent in writing of the CBE-A/E deficit.
 - c. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of non-compliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question. The respondent will also be required to submit a plan indicating any current or

future County agreements in which the CBE-A/E deficit will be remedied.

- d. The respondent must respond to DBD in writing within ten (10) business days from the date of the non-compliance letter. The respondent must acknowledge receipt of the non-compliance letter and provide a plan to make up the CBE-A/E measure.
- e. The compliance monitor will review the plan for approval.
- f. When an agreement is identified in which the CBE-A/E measure deficit will be remedied, the respondent will provide a Schedule of Participation and Letter(s) of Intent for the CBE-A/E firm(s) that will be utilized in making up the deficit.
- g. The respondent will remain in a non-compliance status until the CBE-A/E make-up goal has been achieved.
- h. Failure of the respondent to make up the CBE-A/E measure when opportunities are available on existing or future County agreements, will result in the sanctions or the imposition of other penalties, or as referenced in Sections I. and J.

Some of the agreement violations that may result in the imposition of the sanctions listed in Section I. above include, but are not limited to, the following:

- i. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a final as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
- ii. A prime consultant not meeting CBE-A/E Program subconsultant goal requirements;
- iii. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
- iv. Failure to submit Architecture & Engineering Utilization Reports;
- v. Failure to comply with CBE-A/E certification requirements, including not-maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
- vi. Failure to maintain certification;
- vii. Deviations from the Schedule of Participation without prior approval from DBD;

- viii. Termination of the CBE-A/E's agreement without prior approval from DBD;
- ix. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from DBD;
- x. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from DBD; or
- xi. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Schedule of Participation to meet a subconsultant goal.

J. ADMINISTRATIVE PENALTIES

1. DEBARMENT

- a. The County may debar a CBE-A/E or a non-CBE-A/E for violation of, or non-compliance with, the provisions of the County Code governing the CBE-A/E Program and implementing proposal documents.
- b. Causes for debarment are as noted in Section 10-38 of the Code. These include but are not limited to, a preponderance of evidence that the CBE-A/E has forfeited a bond or defaulted on financial assistance, either of which was provided under the CBE-A/E program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with these Provisions through fraud, misrepresentation, or material misstatement.

2. DECERTIFICATION

Violations of certification requirements are addressed in Section II of this Administrative Order 3-32.

K. APPEALS PROCESS

- 1. This appeals process does not apply to appeals of decisions made pursuant to proposal documents implementing the CBE-A/E program when such proposal documents provide procedures for appeals of such decisions.
- 2. Upon a denial of certification, a decertification, a determination of non-compliance with the requirements of provisions of the County Code governing the CBE-A/E program, or implementing proposal documents, which decision will be final unless appealed, the Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process.

3. The affected party may appeal the determination by filing a written appeal with the Director of DBD within thirty (30) days of receipt of the notice.
4. DBD shall forward all written appeals to the RC. The RC or a committee thereof appointed by the chairperson shall hear all appeals and forward recommendations regarding the appeal to the County Manager.
5. Decisions by the County Manager shall be final unless the County Commission agrees in its sole discretion upon request by the affected party to review the County Manager's decision.

L. APPENDICES

1. Forms
 - a. Schedule of Participation (CBE 101)
 - b. Letter of Intent (CBE 102)
 - c. Certificate of Unavailability (CBE 103)
 - d. Set-Aside List of Subcontractors (CBE 104)
 - e. Architecture & Engineering Utilization Report


Name of Prime Consultant

This form must be completed by the Prime Consultant listing all certified CBE-A/E subconsultants that will be utilized for scopes of work on the project. Proposers must include a completed Schedule of Participation (CBE 101) in the proposal document at the time of proposal submittal. In addition, all Prime Consultants must include the Letters of Intent (CBE 102) in the proposal document for all CBE-A/E subconsultants that will be utilized on the project; or the Prime Consultant may submit the Letters of Intent for the Contracting Officer by 4:00 p.m. on the second business day following proposal opening. The portion of the work to be performed by the CBE-A/E member of a joint venture is to be set forth in detail separately from the work to be performed by the non-CBE-A/E member of the joint venture.

| Name of Prime Consultant | CBE-A/E Certification No. | CBE-A/E Certification Exp. | Type of Work to be Performed by Prime Consultant | % of Proposal |
|--------------------------|------------------------------|-------------------------------|--|------------------|
| | | | | |

[illegible]

I certify that the representations contained in this Schedule of Participation are to be best of my knowledge true and accurate.



Print Name _____

Name of CEO or President

LETTER OF INTENT

COMMUNITY BUSINESS ENTERPRISE

PARTICIPATION

This form must be completed by all certified CBE-A/E subconsultants and submitted to the Prime Consultant. The Prime Consultant must include Letters of Intent in the proposal document for all CBE-A/E subconsultants that will be utilized on the project. The Letters of Intent may also be submitted by the Prime Consultant to the Contracting Officer by 4:00 p.m. on the second business day following proposal submission due date. Expenditures listed on the Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the goal.

TO:

Name of Prime Consultant

CONTRACT NAME:

CONTRACT NO.:

The undersigned holds DBD Certification No. _____, expiring on _____
Federal Employer Identification No. _____

The undersigned intends to perform the following work in connection with the above contract:

| Item No. | Scope – Description of Work Items | Percentage Amount |
|-----------------|--|--------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total | | |

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, the ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subconsultant Signature

Date _____

Print Name

Title

Name of CBE Firm

CERTIFICATE OF UNAVAILABILITY

I, _____, _____
Name Title

of _____ certify that on _____
Firm Name Date

I contacted the _____
CBE-A/E

to obtain a bid for work items to be performed on Miami-Dade County Contract No. _____

| Work Items Sought | Form of proposal sought |
|-------------------|-------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Signature

Print Name

Title

I, _____ was offered the above opportunity to submit a proposal.
CBE-A/E

I am unavailable to perform the above work at the above specified time due to:

I am aware that Miami-Dade County Administrative Order provide that: "Any CBE-A/E that fails to bid at a minimum the lesser of three (3) or 50 percent of the available projects, in its primary certified service area, during the certification year may be decertified or denied recertification."

Signature

DBD Certification Number

Print Name

Expiration Date

Title

SET-ASIDE LIST OF SUBCONSULTANTS

This form must be completed by the Prime Consultant listing all certified CBE-A/E subconsultants that will be utilized for scopes of work on the project. Proposers must include a completed Set-Aside List of Subconsultants in the proposal document at the time of proposal submission. In addition, all Prime Consultants must include Letters of Intent (CBE 102) in the proposal documents for all CBE-A/E subconsultants that will be utilized on this project; or the Prime Consultant may submit Letters of Intent to the Contracting Officer by 4:00 p.m. on the second day following proposal submission.

| | | |
|------------------|--|----------------|
| Name of Proposer | | Project Number |
| Location | | |

| Name of Prime Consultant | CBE-A/E Certification No. | Type of Work to be Performed | Percentage Amount |
|--------------------------|---------------------------|------------------------------|-------------------|
| | | | |

| Name of Subconsultant | CBE-A/E Certification No. | Type of Work to be Performed | Percentage Amount |
|-----------------------|------------------------------|------------------------------|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | |

To be completed by the Prime Consultant.

I certify that the representations contained in this Set-Aside List of Subconsultants are to the best of my knowledge true and accurate.

| Prime Signature | Prime Name (Print) | Prime Title (Print) | Date |
|-----------------|--------------------|---------------------|------|
|-----------------|--------------------|---------------------|------|

☐ Check if Certificates of Unavailability are included in addition to this Set-Aside List of Subconsultants to demonstrate lack of availability of CBE-A/E subconsultants.



☐ MONTHLY REPORT (PARTS 1A & 1B)

This part is to be completed by the Prime Consultant and forwarded to the User Department

| | | | | | |
|---|-----------------------------------|--|-------------------------------|------------------------------------|----------------------------------|
| A | REPORTING PERIOD | | PROJECT NAME | PROJECT NO. | |
| | FROM | | PROJECT LOCATION | START DATE | |
| | TO | | USER DEPARTMENT | | |
| | CREDIT MEASURE | | USER DEPT. PROJ. MANAGER | PHONE | FACSIMILE |
| | AMOUNT REQUESTED THIS PERIOD | | AMOUNT REQUESTED TO DATE | AMOUNT PAID TO DATE | |
| | AMOUNT SUBS REQUESTED THIS PERIOD | | AMOUNT SUBS REQUESTED TO DATE | AMOUNT PAID TO SUBS TO DATE | |
| | PRIME CONTRACTOR | | CONTRACT AWARD DATE | CHANGE ORDER MODIFICATION AMOUNT | ADDITIONAL SERVICES AMOUNT |
| | NAME OF FIRM | | | | |
| | ADDRESS | | SCHEDULE COMPLETION DATE | | PERCENTAGE OF CONTRACT COMPLETED |
| | TELEPHONE | | FACSIMILE | PROJECT MANAGER (PRIME CONTRACTOR) | |

SUBCONSULTANTS

[illegible]

DATE:

This part is to be completed by the User Department and forwarded to DSD upon approval

111

IMPORTANT: FOR THE MONTHLY REPORT, COMPLETE FRONT PAGE ONLY. FOR THE FINAL REPORT, COMPLETE FRONT AND BACK PAGES.



MEMORANDUM

TO: Pedro G. Hernandez, P.E.
Assistant County Manager

DATE: May 11, 2004

FROM: Roger Y. Hernstadt
Capital Improvements Coordinator

SUBJECT: MIA Building 890/25 Overhaul ADF
CICC Project No. A04-MDAD-01

The evaluation and selection of consultant(s) for the above referenced solicitation has been concluded. The A&E selection process has taken 72 working days, to date, with negotiations with the firm still pending. Please refer to Luisa Millan Donovan's memo, dated May 11, 2004, for a detailed account of the time it has taken to complete this solicitation.

The scope of services include but are not limited to providing complete professional architectural, engineering, and construction administration services to execute life safety work and required repairs for building/life safety code requirements upgrades for Building 890/25. Consultants shall provide construction document preparation that identifies each problem, its location and repair method, bidding assistance, and construction administration. Known repairs include: refurbishment of hangar doors, repairs to the electrical and heat, ventilation and air conditioning (HVAC) systems, fire alarm and life safety upgrades, compliance with the requirements of the Americans with Disabilities Act, compliance with current code requirements, and exterior painting. Consultants shall coordinate scope of work with anticipated Florida Power and Light (FPL) lighting retrofit and replacement of air handling unit's (AHU) and controls work. The estimated construction budget for this project is \$6,150,000.00.

The attached information describes the Competitive Selection Committee's (CSC) recommendation(s) for negotiations. The First-Tier Meeting minutes reflect the overall preliminary ranking of the teams qualifications (excluding dollars awarded/paid): Gurri Matute, P.A., Architects International, Inc., and Sixto Architect, Inc., respectively. The First-Tier Meeting minutes also reflect the overall final ranking of the teams from the First-Tier (inclusive of qualifications and dollars awarded/paid): Gurri Matute, P.A., Architects International, Inc., and Sixto Architect, Inc., respectively. Please be advised that pursuant to Administrative Order 3-39, the CSC has the authority to waive the Second-Tier meeting. Therefore, the CSC unanimously concurred to proceed to negotiations with the highest-ranking team from the First-Tier meeting, Gurri Matute, P.A.

This document requires your review and the County Manager's signature prior to initiating negotiations. Upon completion of your review, please return the document to my attention.

pc: Bill Johnson, Assistant County Manager
Angela Gittens, Director, Miami-Dade Aviation Department

fvp: P:\PSA\ARCHITECTURAL PROJECTS\2004 Architectural Projects\A04-MDAD-01\Negotiations Package\Sub-Folder Negotiations Package\Pedro Hernandez Routing Memo From RHernstadt 5-11-04.doc

A/E 3-30-04

**MIA BUILDING 890/25 OVERHAUL ADF
PROJECT NO.: D099B
PROJECT SPECIFIC SERVICES AGREEMENT**

AGREEMENT

made as of the ____ day of _____ in the year 2004

Between the Owner: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

and the Architect/Engineer: **Gurri Matute, P.A.**
801 Monterey Street
Suite 205A
Coral Gables, Florida 33134
Phone Number: (305) 445-5811
Fax Number: (305) 445-0656

which term shall include its officials, successors, legal representatives, and assigns.

For the Project: The scope of services include but are not limited to providing complete professional architectural, engineering, and construction administration services to execute life safety work and required repairs for building/life safety code requirements upgrades for Building 890/25. The Consultant shall provide construction document preparation that identifies each problem, its location and repair method, bidding assistance, and construction administration. Known repairs include: refurbishment of hangar doors, repairs to the electrical and heat, ventilation and air conditioning (HVAC) systems, fire alarm and life safety upgrades, compliance with the requirements of the Americans with Disabilities Act, compliance with current code requirements, and exterior painting. Consultants shall coordinate scope of work with anticipated Florida Power and Light (FPL) lighting retrofit and replacement of air handling unit's (AHU) and controls work. The scope of this project is defined as a grouping of substantially similar construction, rehabilitation, and renovation activities. It is MDAD's intent to break this design work into multiple packages to facilitate bidding and construction in order to expedite occupancy of the hangar, offices and shops. The estimated construction budget for this project is \$6,150,000.00.

The Owner and Architect/Engineer agree as set forth herein:

SPECIFIC SERVICES AGREEMENT

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WITNESSETH

ARTICLE 1

DEFINITIONS

- 1.1 **ADDITIONAL SERVICES:** Those services, in addition to the Basic Services in this Agreement, which the Architect/Engineer shall perform at Owner's option and when authorized by Service Order(s) in accordance with the terms of this Agreement.
- 1.2 **AFFIRMATIVE ACTION:** Action to be taken by the Architect/Engineer pursuant to a written, results-oriented program, meeting the requirements of 41 CFR Part 60, in which the Architect/Engineer details the steps to be taken to ensure equal employment opportunity, including, where appropriate, remedying discrimination against an affected class, or other actions, as necessary.
- 1.3 **AGREEMENT:** This written Agreement between the Owner and the Architect/Engineer, including the Appendices attached hereto and all Amendments and Service Orders issued by the Owner hereunder.
- 1.4 **ALLOWANCE ACCOUNT(S):** Account(s) in which stated dollar amount(s) which may be included in the Contract Documents for the purpose of funding portions of the Work which are unforeseeable at the time of execution of the Contract Documents, or for construction changes, for adjustments of quantities for unit price work items, or for special work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Architect/Engineer.
- 1.5 **AMENDMENT:** A written modification to this Agreement executed by the Architect/Engineer and the Owner covering changes, additions, or reductions in the terms of this Agreement.
- 1.6 **ARCHITECT/ENGINEER (A/E):** The named entity on page 1 of this Agreement.
- 1.7 **ART IN PUBLIC PLACES:** A department of Miami-Dade County that is responsible for initiating and overseeing the incorporation of art into new County facilities.
- 1.8 **BASIC SERVICES:** Those services which the Architect/Engineer shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). In addition, any Services not specifically addressed as Additional Services are considered Basic Services.

- 1.9 BASIC SERVICES FEE: The basis for compensation of the Architect/Engineer for the Basic Services performed under this Agreement.
- 1.10 CAPITAL PROJECT FACT SHEET: An estimate of the cost for the entire Project, including Construction Cost, Soft Costs, Allowance Account, Audit Accounts and Art in Public Places, etc., prepared by the Owner and used as a basis for the Owner's financial planning. The Capital Project Fact Sheet may be amended from time to time by the Owner at the Owner's sole discretion.
- 1.11 CHANGE ORDER: A written agreement executed by the Owner, the Contractor and the Contractor's Surety, covering modifications to the Contract.
- 1.12 COMMUNITY BUSINESS ENTERPRISE (CBE-A/E): A firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million (\$2,000,000) dollars.
- 1.13 CONSTRUCTABILITY: The optimum use of construction knowledge and experience in planning, design, procurement, and field operations to achieve overall Project objectives.
- 1.14 CONSTRUCTION COST: Actual cost of the Work established in the Contract Documents and as they may be amended from time to time.
- 1.15 CONTRACT DOCUMENTS: The legal agreement between the Owner and the Contractor for performance of Work. The documents prepared by the Architect/Engineer in accordance with the requirements of a Service Order(s) issued hereunder that form the basis for which the Owner can receive bids for the Work included in the documents. The Contract Documents shall include, but not necessarily be limited to, the Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions, Division 1, Technical Specifications, and Plans together with all Addenda, and subsequent Change Orders, and Work Orders.
- 1.16 CONTRACTOR: The firm, company, corporation or joint venture contracting with the Owner for performance of Work covered in the Contract Documents.
- 1.17 DEFECT(S): Refers to any part of the Work that does not follow the Contract Documents, does not meet the requirements of a reference standard, test or inspection specified in the Contract Documents, does not properly function, is broken, damaged or of inferior quality, or is incomplete. The adjective "defective" when it modifies the words "Work" or "work" shall have the same connotation as Defect.

- 1.18 DELIVERABLES REQUIREMENTS MANUAL: A manual provided by the Owner that prescribes the deliverables and their content to be provided by design professionals. This manual is made a part of this Agreement by reference.
- 1.19 DESIGN DELIVERABLES: Deliverables to be presented and Services to be performed by the Architect/Engineer at various phases of design. The design deliverables are to comply with the requirements of the Deliverables Requirements Manual and/or Service Order. The Design Schedule and Cost Management Plan (DSCMP) earned value procedures is based upon the agreed weighted percentage values of the deliverables for each Basic Services Phase.
- 1.20 DESIGN DEVELOPMENT: That portion of the Services comprising Phase 2 of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by Service Order.
- 1.21 DESIGN GUIDELINES MANUAL: A manual provided by the Owner which comprises design standards and guidelines for use by the Architect/Engineer and other Design Professionals as provided by Service Order. It is made a part of this Agreement by reference.
- 1.22 DESIGN SCHEDULE AND COST MANAGEMENT PLAN (DSCMP): A progress schedule and earned value measurement plan for the Design Deliverables that will be developed by the Architect/Engineer and approved by the Project Manager.
- 1.23 DIRECT SALARIES: Monies paid at regular intervals to personnel other than principals of the Architect/Engineer directly engaged by the Architect/Engineer on the Project, as reported to the Director of United States Internal Revenue Service and billed to the Owner hereunder on a Multiple of Direct Salaries basis pursuant to a Service Order for Additional Services under this Agreement. Personnel directly engaged on the Project by the Architect/Engineer may include architects, engineers, designers, and specifications writers engaged or assisting in research, design, production of drawings, specifications and related documents, Work Related Services and other services pertinent to the Project Elements.
- 1.24 DIRECTOR: The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.
- 1.25 EQUAL EMPLOYMENT OPPORTUNITY: Opportunity provided by the Architect/Engineer pursuant to Executive Order 11246, as amended, and required to be part of all contracts covered by said Executive Order.
- 1.26 FIELD REPRESENTATIVE: An authorized representative of the Owner providing administrative and construction inspection services during the preconstruction, construction, and closeout phases of the Contract.

- 1.27 FIXED LUMP SUM: A basis for compensation of the Architect/Engineer for Services performed.
- 1.28 LIFE CYCLE COSTING: The process whereby all expenses associated with the operations, maintenance, repair, replacement and alteration costs of a facility or piece of equipment are identified and analyzed.
- 1.29 MIAMI-DADE AVIATION DEPARTMENT (MDAD or Department): A department of Miami- Dade County Government, sometimes referred to as Owner, represented by and acting through the Director or his Designee(s).
- 1.30 MULTIPLE OF DIRECT SALARIES: A basis for compensation of the Architect/Engineer for Services performed.
- 1.31 NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor directing the Work to proceed and establishing the date of commencement of the Work.
- 1.32 OWNER: Miami-Dade County acting through the Department. The term Owner as used in this Agreement shall exclude the regulatory departments of Planning, Development and Regulation (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works; the Fire Department and Water & Sewer or their successors.
- 1.33 PERIOD OF CONTRACT ADMINISTRATION: Services beginning on the date established in the Notice to Proceed for commencement of the Work through the time allowed for completion of the Work contained in the Contract Documents.
- 1.34 PHASE: The portion of the Basic Services that may be accomplished by the Architect/Engineer for each of the Project's elements or a portion or combination thereof as described in the article "Basic Services" herein:

- | | | |
|----------|---|-------------------------|
| Phase 1A | - | Program Verification |
| Phase 1B | - | Schematic Design |
| Phase 2 | - | Design Development |
| Phase 3A | - | 30% Contract Documents |
| Phase 3B | - | 75% Contract Documents |
| Phase 3C | - | 100% Contract Documents |
| Phase 3D | - | Bid Documents |

Phase 4 - Bidding & Award of Contract

Phase 5 - Work Related Services

- 1.35 PLANS: The drawings prepared by the Architect/Engineer which show the locations, characters, dimensions and details of the Work to be done and which are parts of the Contract Documents.
- 1.36 PROBABLE CONSTRUCTION COST: The latest approved written estimate of Construction Cost broken down by the 16 Division format developed by the Construction Specification Institute (CSI) or unit price bid items, including construction allowance contingencies, submitted to the Owner, in a format provided by the Owner, in fulfillment of the requirement(s) of this Agreement.
- 1.37 PROFESSIONAL CONSTRUCTION ESTIMATOR: An individual construction estimator affiliated with a professional firm, company, joint venture, or corporation to provide and analyze cost estimates of the Project and individual Project Elements or parts thereof in order to determine the Probable Construction Cost at each Phase of the Basic Services requiring the submittal of a Probable Construction Cost
- 1.38 PROGRAM: The initial description of a Project that comprises line drawings, narrative, cost estimates, Project Budget, etc., provided by the Owner in the form of a Project Definition Book and furnished to the Architect/Engineer.
- 1.39 PROJECT: Project Elements and components of the Project Elements and Services set forth in this Agreement.
- 1.40 PROJECT BUDGET: Estimated cost for the Project, prepared by the Owner as part of the Program, including the estimated Construction Cost and Soft Costs. The Project Budget may, from time to time, be revised or adjusted by the Owner, in its sole discretion, to accommodate approved modifications or changes to the Project or the scope of work.
- 1.41 PROJECT ELEMENT: A part of the Project for which Services are to be provided by the Architect/Engineer pursuant to this Agreement or by other consultants employed by the Owner.
- 1.42 PROJECT MANAGER (PM): An individual designated by the Director to represent the Owner during the design and construction of the Project.
- 1.43 PROLONGED PERIOD OF CONTRACT ADMINISTRATION: The period from the original completion date of the Contract as awarded to the date of official acceptance by the Owner of the Report of Contract Completion furnished by the Architect/Engineer.

- 1.44 PUNCH LIST: A running list of defects in the Work as determined by the architect/engineer performing Work Related Services, with input from the Field Representative and the Project Manager. The initial edition of the Punch List is modified in succeeding editions to reflect corrected and completed work as well as newly observed defects, until the time of Final Acceptance.
- 1.45 RECORD DRAWINGS (AS-BUILT DRAWINGS): Reproducible drawings showing the final completed Work as built, including any changes to the Work performed by the Contractor pursuant to the Contract Documents which the Architect/Engineer considers significant, based on marked-up as-built prints, drawings and other data furnished by the Contractor.
- 1.46 REIMBURSABLE EXPENSES: Those expenses delineated in the article "Reimbursable Expenses" of this Agreement which are separately approved by the Owner that are incurred by the Architect/Engineer in the fulfillment of this Agreement and which are to be compensated to the Architect/Engineer in addition to the Basic Services Fee.
- 1.47 REVIEW SET: A partial or complete set of Contract Documents, provided by the Architect/Engineer in accordance with the Deliverables Requirements Manual and/or Service Order, at the specified percentage of completion of a Phase of the Basic Services as provided for in this Agreement, on which the Owner may provide written review comments and acceptance of Services. Any review will be general in nature and shall not constitute a detailed checking of the Architect/Engineer's work nor relieve the Architect/Engineer of the responsibility for the completeness and accuracy of its Services.
- 1.48 SCHEMATIC DESIGN: That portion of the Services comprising Phase 1B of the Basic Services which the Architect/Engineer shall perform in accordance with the terms of this Agreement.
- 1.49 SERVICE ORDER: A written order (consecutively numbered for reference and control purposes) initiated by the Project Manager in accordance with this Agreement, and countersigned by the Director and by the Architect/Engineer, directing the Architect/Engineer to perform or modify the performance of any portion of the Services and containing the scope, time of completion, total compensation for the services authorized, or to stop the performance of such Services. The Service Order shall also include consequences for failure of the A/E to meet the DSCMP.
- 1.50 SERVICES: All services, work and actions by the Architect/Engineer performed pursuant to or undertaken under this Agreement.
- 1.51 SOFT COSTS: Costs related to a Project other than Construction Cost including Architect/Engineer Basic Services, Additional Services, Work Site Services, survey, testing, general consultant, finance, permitting fees, etc.

- 1.52 SUB-CONSULTANT: An independent firm, company, joint venture, corporation or individual under contract with and compensated by the Architect/Engineer to perform a portion of the Services required hereunder.
- 1.53 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project for its intended use and shall occur when the Architect/Engineer issues a certificate of Substantial Completion. At this stage, all Punch List work should be able to be completed by the Contractor in less than sixty (60) calendar days. The Certificate of Substantial Completion shall not be issued prior to the Contractor obtaining a Final Certificate of Occupancy or a Temporary Certificate of Occupancy from the Building Department, and a Final Certificate of Use or a Temporary Certificate of Use from the Zoning Department.
- 1.54 USER: Entities such as, but not limited to, concessionaires, service managers, airlines, public utilities, and governmental agencies excluding agencies of the Owner that have entered into agreements with the Owner for use of portions of the Miami International Airport and/or the general aviation airports under the control of the Department.
- 1.55 USER REVIEW: A review of all design projects by a group which represents the operational aspects of the Airport including MDAD operations and maintenance staff, concessionaires, tenants, service managers, airlines, public utilities, governmental agencies, and other Airport users, to ensure that program and operational needs are being met.
- 1.56 VALUE ANALYSIS (VA): The systematic application of recognized techniques for optimizing both cost and performance in a new or existing facility or to eliminating items that add cost without contributing to required functions.
- 1.57 WORK: All labor, materials, tools, equipment, services, methods, procedures, etc., necessary or convenient to performance by the Contractor of all duties and obligations imposed by the Contract Documents, and representing the basis upon which the total consideration is paid or payable to the Contractor for the performance of such duties and obligations.
- 1.58 WORK ORDER: A written order, authorized by the Owner, directing the Contractor to perform work under a specific Allowance Account or which directs the Contractor to perform a change in the work that does not have a monetary impact.
- 1.59 WORK RELATED SERVICES: Those portions of the Services comprising Phase 5 of the Basic Services that the Architect/Engineer shall perform in accordance with the terms of this Agreement when directed and authorized by a Service Order
- 1.60 WORK SEQUENCING SCHEDULE AND STAGING PLAN: Plans prepared by the Architect/Engineer showing the stage-by-stage sequence of construction, the impact on

adjacent or related facilities and on Airport operations, as well as other features, as necessary, related to the overall schedule of construction. The Consultant will be responsible for the preparation and inclusion of plans for the contractor's/Field Representative's construction trailer. The plans will show as a minimum the location of the trailer(s), parking, access, and temporary utility connections for the trailer required during the performance of the by the Contractor.

- 1.61 WORK-SITE SERVICES: Those optional portions of the Services, beyond the requirements of Work Related Services, involving the providing of on-site resident services, that the Field Representative shall perform in accordance with the terms of this Agreement if directed and authorized by Service Order(s).

ARTICLE 2

INFORMATION TO BE FURNISHED BY THE OWNER

- 2.1 **INFORMATION TO BE FURNISHED BY THE OWNER:** The Owner will furnish the Architect/Engineer the information listed in Article 9 not later than two (2) weeks from the issuance of the Service Order for Phase 1A.
- 2.2 **OBLIGATION OF THE ARCHITECT/ENGINEER:** The Architect/Engineer understands that it is obligated to verify to the extent it deems necessary all information furnished by the Owner and that it is solely responsible for the accuracy and applicability of all such information used by said Architect/Engineer. Such verification shall include visual examination of existing conditions in all locations encompassed by the Project where such examination can be made without using destructive measures, e.g., excavation or demolition. Survey information shall be spot checked to the extent the Architect/Engineer has satisfied itself as to the reliability of the information.

ARTICLE 3

GENERAL PROVISIONS

3.1 INDEMNIFICATION AND HOLD HARMLESS

3.1.1 In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Architect/Engineer agrees to indemnify, protect, defend, and hold harmless the County, their elected officials, officers, and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect/Engineer and other persons employed or utilized by the Architect/Engineer in the performance of the Work.

3.1.2 The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Architect/Engineer and/or any subcontractor or subconsultants, including but not limited to, under worker's compensation acts, disability benefit acts, or other employee benefit acts.

3.1.3 In the event that any claims are brought or actions are filed against the County with respect to the indemnity contained herein, the Architect/Engineer agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Architect/Engineer agrees that the County may select the attorneys to appear and defend such claims or actions on behalf of the County. The Architect/Engineer further agrees to pay at the Architect/Engineer's expense the attorneys' fees and costs incurred by those attorneys selected by the County to appear and defend such claims or actions on behalf of the County. The County, at its sole option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against the County.

3.1.4 To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

3.1.5 This Section shall survive expiration or termination of this Agreement.

3.2 INSURANCE: The Architect/Engineer shall not be issued any Service Order under this Agreement until the insurance required hereunder has been obtained and such insurance has been approved by the Owner. The Architect/Engineer shall maintain required

insurance coverage for the full term of this Agreement or for such longer period(s) as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "V" as to strength, in accordance with the A.M. Best Company Insurance Guide, or its equivalent as approved by Miami-Dade Aviation Department Risk Management Unit.

- 3.2.1 Certificate of Insurance: The Architect/Engineer shall furnish certificates of insurance and insurance policies to the Owner prior to commencing any operations. Certificates and policies shall clearly indicate that the Architect/Engineer has obtained insurance, in the type, amount and classifications, as required for strict compliance with this article. The certificates and policies must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Miami-Dade Aviation Department Risk Management Unit. .
- 3.2.2 Automobile Liability Insurance: The Architect/Engineer shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Services, in amounts not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Only company owned vehicles or company leased vehicles leased from a leasing company will be permitted on the airfield. No such vehicles shall be permitted airfield access following the date of submittal by the Architect/Engineer of the Report of Contract Completion.
- 3.2.3 The Architect/Engineer shall maintain at its sole cost Professional Liability Insurance (Errors and Omissions) in an amount not less than \$500,000 per claim with the deductible per claim, of any, not to exceed 10% of the limit of the liability providing for all sums which the Architect/Engineer shall be legally obligated to pay as damages for claims arising out of the Services performed by the Architect/Engineer or any person or firm employed by him in connection with this Agreement. This insurance shall be maintained for one year after completion and acceptance by the Owner of the Services performed pursuant to this Agreement.
- 3.2.4 Workers Compensation: The Architect/Engineer shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440.
- 3.2.5 General Liability Insurance: The Architect/Engineer shall maintain Comprehensive General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage liability. Coverage must be endorsed to provide contractual liability. Miami-Dade County shall be named as an additional insured.

- 3.2.6 Right to Examine: The Owner reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Architect/Engineer agrees to permit such inspection at the offices of the Owner.
- 3.2.7 Compliance: Compliance with the requirement of this Article shall not relieve the Architect/Engineer of its liability under any other portion of this Agreement or any other agreement between the Owner and the Architect/Engineer.
- 3.3 ASSIGNMENT: The Architect/Engineer shall not assign, transfer or convey this Agreement to any other person, firm, association or corporation, in whole or in part. However, the Architect/Engineer will be permitted to cause portions of the services to be performed by sub-consultants, as authorized elsewhere herein.
- 3.4 PROVISION OF ITEMS NECESSARY TO COMPLETE SERVICES: In the performance of the Services prescribed herein, it shall be the responsibility of the Architect/Engineer to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said Services.
- 3.5 SUB-CONSULTANTS: All services provided by the Sub-consultants shall be consistent with those commitments made by the Architect/Engineer during the selection process and interview. Such services shall be pursuant to appropriate agreements between the Architect/Engineer and the Sub-consultants, which shall contain provisions that preserve and protect the rights of the Owner under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-consultants.

The Architect/Engineer shall not change any Sub-consultant without prior approval by the Director in response to a written request from the Architect/Engineer stating the reasons for any proposed substitution. Any approval of a Sub-consultant by the Owner shall not in any way shift the responsibility for the quality and acceptability by the Owner of the services performed by the Sub-consultant from the Architect/Engineer to the Owner. The Architect/Engineer shall cause the names of Sub-consultants responsible for significant portions of the Services to be inserted on the Plans and Specifications, subject to the approval of the Owner.

The Architect/Engineer may employ Sub-consultants to assist the Architect/Engineer in performing specialized Services. Payment of such Sub-consultants employed at the option of the Architect/Engineer shall be the responsibility of the Architect/Engineer and shall not be cause for any increase in compensation to the Architect/Engineer for the performance of the Basic Services. The quality of services and acceptability to the Owner of the services performed by such Sub-consultants shall be the sole responsibility of the Architect/Engineer.

- 3.6 TERM OF AGREEMENT: This term of this Agreement shall be for five (5) years and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

Nothing in this Article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

- 3.6.1 Time for Performance: The Consultant agrees to provide, as part of Basic Services, a detailed schedule acceptable to the Owner showing the time allocated for each Phase of the Services for each of the Project Elements. The schedule shall be provided in Excel, Microsoft Project, or Primavera formats.

- 3.7 TERMINATION OF AGREEMENT: This Agreement may be terminated upon prior written notice by either party as described herein. The Owner may terminate this Agreement or any Service Order for cause or for convenience. The Architect/Engineer may terminate this Agreement for cause in the event that the Owner willfully violates any provisions of the Agreement. The Architect/Engineer shall have no right to terminate this Agreement for convenience of the Architect/Engineer, without cause.

- 3.7.1 Owner's Termination for Cause: The Owner may terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Architect/Engineer violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Architect/Engineer shall spell out the cause and provide reasonable time in the notification to remedy the cause.

In the event the Owner terminates this Agreement for cause, the Owner will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other architect(s), engineer(s) or otherwise, and in such event, the Architect/Engineer shall be liable to the Owner for any additional cost incurred by the Owner due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Architect/Engineer hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Architect/Engineer shall, when directed by the Owner, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports, correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

- 3.7.2 Owner's Termination for Convenience: The Owner, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Owner.
- 3.7.3 Architect/Engineer's Termination for Cause: The Architect/Engineer may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Architect/Engineer exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article. "Compensation for Services".
- 3.7.4 Implementation of Termination: In the event of termination either for cause or for convenience, the Architect/Engineer, upon receipt of the Notice of Termination, shall:
1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;
 2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;
 4. Transfer title to the Owner (to the extent that title had not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner, all property purchased under this Agreement and reimbursed as a direct item of cost and not required for completion of the Services not terminated;
 5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and;
 6. Complete performance of any Services not terminated by the Notice of Termination.

3.7.5 Compensation For Terminated Work: Compensation for terminated work will be made based on the applicable provisions of the article "Compensation for Services".

3.8 INTENT OF AGREEMENT:

3.8.1 The intent of the Agreement is for the Architect/Engineer to provide design services, and to include all necessary items for the proper completion of such services, for a fully functional facility which, when constructed in accordance with the design, will be able to be used by the Owner for its intended purpose. The Architect/Engineer shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

3.8.2 This Agreement is for the benefit of the parties only and it does not grant rights to a third party beneficiary, to any person, nor does it authorize anyone not a party to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.

3.8.3 No acceptance, order, payment, or certificate of or by the Owner, or its employees or agents shall either stop the Owner from asserting any rights or operate as a waiver of any provisions hereof or of any power or right herein reserved to the Owner or of any rights to damages herein provided.

3.9 SOLICITATION: The Architect/Engineer warrants that: 1) it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect/Engineer, to solicit or secure this Agreement; and 2) that it has not paid, nor agreed to pay any person, company, corporation, joint venture, individual, or firm, other than a bona fide employee working solely for the Architect/Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability to the Architect/Engineer for any reason whatsoever.

3.10 ACCOUNTING RECORDS OF ARCHITECT/ENGINEER: The Owner reserves the right to audit the accounts and records of the Architect/Engineer including, but not limited to, payroll records and Federal Tax return, supporting all payments for Services hereunder on the basis of Multiple of Direct Salaries and Reimbursement of Actual Expenses incurred. Such audit may take place at any mutually convenient time during the performance of this Agreement and for three (3) years after final payment under this Agreement. The Architect/ Engineer shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with each Project and/or task authorized for performance by Service Order(s). In accordance with Florida Statutes 287.055, the Architect/Engineer hereby certifies and warrants that wage rates and other factual unit costs as submitted supporting the compensation

provided here are accurate, complete and current as of the date of the submittal. It is further agreed that said compensation provided for in this agreement shall be adjusted to exclude any significant costs where the Owner determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Architect/Engineer under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the Owner, whichever is later.

3.11 INSPECTOR GENERAL (IG), INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL (IPSIG):

3.11.1 The attention of the Architect/Engineer is hereby directed to the requirements of MDC Code Section 2-1076; the Office of the MIAMI-DADE COUNTY INSPECTOR GENERAL (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records, which may include financial and performance related records, property, and equipment purchased in whole or in part with governmental funds. Upon ten (10) days written notice to Architect/Engineer from IG, the Architect/Engineer shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed contract amendments.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. The cost of IG random audits will be deducted from each progress payment, from the Dedicated Allowance account specifically created for the cost of the random audits, at a rate of one-quarter of one percent. The Prospective Architect/Engineer will be responsible to calculate the one-quarter of one percent of the fee including all Contingency and Dedicated Allowances and enter the correct amount in the Dedicated Allowance account specifically created for the I.G. fee when preparing his service fee package. The total professional service fee shall include the I.G. fee.

The IG shall have the power to retain and coordinate the services of an independent private sector inspector general (IPSIG) who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

The IG is authorized to investigate any alleged violation by a consultant of its Code of Business Ethics, pursuant of MDC Code Section 2-8.1.

- 3.11.2 The County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Architect/Engineer and County in connection with this Agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Agreement requirements; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but limited to, project design, establishment of bid specifications, bid submittals, activities of the Architect/Engineer, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) calendar days written notice to the Architect/Engineer from an IPSIG, the Architect/Engineer shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Architect/Engineer's possession, custody or control which, in the IPSIG's sole judgment, pertain to performance of the Agreements, including, but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful sub-consultants and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and Agreement documents; back-charge documents; and all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Architect/Engineer, its officers, agents and employees. The Architect/Engineer shall incorporate the provisions in this section in all subcontracts and all other agreements executed

by the Architect/Engineer in connection with the performance of the Agreement.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Architect/Engineer or third parties.

3.12 DEDICATED ALLOWANCE ACCOUNTS TO PAY FOR IG and IPSIG SERVICES: Pursuant to County Code Section 2-1076 and County Administrative Order No. 3-20, Dedicated Allowance Accounts will be established within this Agreement to pay for IG and IPSIG services.

3.13 OWNERSHIP OF DOCUMENTS AND COPYRIGHTS:

3.13.1 All notes, correspondence, documents, designs, drawings, renderings, calculations, specifications, models, photographs, reports, surveys, investigations, and any other documents and copyrights thereto for Services performed or produced in the performance of this Agreement, whether in paper or other hard copy medium or in electronic medium, shall become the property of the Owner; however, the Owner may grant to the Architect/Engineer an exclusive license of the copyright to the Architect/Engineer for reusing and reproducing copyrighted materials or portions thereof as authorized by the Owner in advance and in writing. In addition, the Architect/Engineer shall not disclose, release, or make available any document to any third party without prior written approval from Owner.

3.13.2 The Architect/Engineer is permitted to reproduce copyrighted material described above subject to written approval from the Owner.

3.13.3 At the Owner's option, the Architect/Engineer may be authorized by Service Order to adapt copyrighted material for additional or other work for the Owner; however, payment to the Architect/Engineer for such adaptations will be limited to an amount not greater than 50% of the original fee earned to adapt the original copyrighted material to a new site.

3.13.4 The Owner shall have the right to modify the Project or any components thereof without permission from the Architect/Engineer or without any additional compensation to the Architect/Engineer. The Architect/Engineer shall be released from any liability resulting from such modification.

3.14 LAWS AND REGULATIONS:

3.14.1 The Architect/Engineer shall, during the term of this Agreement, be governed by Federal, State and Miami-Dade County Laws, Regulatory Orders, County

Codes and Resolutions which may have a bearing on the Services involved in this Project. The Department will assist the Architect/Engineer in obtaining copies of the Miami-Dade County Codes, Regulatory Orders and Resolutions.

- 3.14.2 The Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida.
- 3.14.3 The plans prepared by the A/E and its sub-consultants under this Agreement shall follow security requirements of the Transportation Security Administration, 49 CFR Parts 1500 et al. Civil Aviation Security Rules and other MDAD Security Procedures and shall bear the following warning:

Warning Notice: This document contains sensitive security information that is controlled under the provisions of 49 CFR PART 1520. No part of this document may be released without the written permission of the Under Secretary of Transportation for Security, Transportation Security Administration (TSA), 400 7th Street, S.W., Washington, DC 200590 or the Federal Security Director (FSD) at Miami International Airport. Unauthorized release may result in civil penalty or other action. For U.S Government agencies, public availability to be determined under 5 U. S. C. 552.

- 3.14.4 In accordance with Florida Statutes 119.07 (3) (ee), entitled "Inspection, Examination, and Duplication of Records; Exemptions", all building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, are exempt from the provisions of subsection (1) and s. 24(a), Article I of the State Constitution. Information made exempt by this paragraph, with prior approval from the Department, may be disclosed to another entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the project; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.
- 3.14.5 In addition to the above requirements in this sub-article, the Architect/Engineer agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed which may include but is not limited to:
- 3.14.5.1 Each employee of the consultant and subconsultant(s) that will be involved in the project, shall sign an agreement stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Article 3.14.4.

- 3.14.5.2 The Architect/Engineer and its subconsultant(s) agree in writing that the project documents are to be kept and maintained in a secure location.
- 3.14.5.3 Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.
- 3.14.5.4 A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.
- 3.15 CORRECTIONS TO CONTRACT DOCUMENTS: The Architect/Engineer shall prepare, without added compensation, all necessary supplemental documents to correct errors, omissions, and/or ambiguities which may exist in the Contract Document prepared by the Architect/Engineer including the documents prepared by its sub-consultants. Compliance with this Article shall not be construed to relieve the Architect/Engineer from any liability resulting from any such errors, omissions, and/or ambiguities in the Contract Documents and other documents or Services related thereto.
- 3.16 WARRANTY: The Architect/Engineer warrants that the Services furnished to the Owner under this Agreement shall conform to the quality expected of and usually provided by the profession in the state of Florida applicable to the design and construction of public and commercial facilities.
- 3.17 OWNER REPRESENTATIVE: The Owner will assign a Project Manager to the Project to coordinate all Owner responsibilities under this Agreement. All instructions from the Owner to the Architect/Engineer, shall be issued by or through the Project Manager. The Architect/Engineer shall promptly inform the Project Manager in writing of any instructions received from others and of any other circumstances which arise that might affect the performance of the Services or of the Work.
- 3.18 AIRFIELD OPERATIONS AREA (AOA) SECURITY:
 - 3.18.1 The Architect/Engineer acknowledges and accepts full responsibility for compliance with all applicable Federal, State, and Local laws, rules and regulations including those of the Transportation Security Administration (TSA), Homeland Security, FAA and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).
 - 3.18.2 In order to maintain high levels of security at MIA, the Architect/Engineer must obtain MDAD authorized identification badges for all the Architect/Engineer employees working in the Security Identification Display Area (SIDA) or any other secured area of the Airport. All Architect/Engineer employees will be required to obtain photo identification badges and will be subject to fingerprint-based criminal history record checks.

3.18.3 The Architect/Engineer shall be responsible for requesting MDAD to issue identification badges to all employees who the Architect/Engineer requests be authorized access to the SIDA and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Architect/Engineer or upon final acceptance of the work or termination of this Agreement. The Architect/Engineer will be responsible for fees associated with lost and unaccounted for badges as well as the fee(s) for fingerprinting and ID issuance.

3.18.4 All employees of the Architect/Engineer, or Sub-consultants who must work within MDAD secured areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. Employers shall maintain a permanent record showing to whom each badge is issued. The Security and Safety Division of MDAD shall provide the identification badges to the Architect/Engineer. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, Homeland Security, FAA and MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.

3.18.5 Architect/Engineer Ramp Permits will be issued to the Architect/Engineer authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to a Sub-consultant) that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

3.18.6 Only Architect/Engineer staff with pictured I.D. shall be allowed to operate a motor vehicle on the AOA without MDAD escort. The Architect/Engineer

shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

- 3.18.7 The Architect/Engineer agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Architect/Engineer from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with MDAD's or the TSA, Homeland Security, FAA, SIDA/access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Architect/Engineer acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, Homeland Security, FAA and MDAD access control policies and procedures.

- 3.18.8 The Architect/Engineer understands and agrees that vehicle and equipment shall not be parked/stored on the AOA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
- 3.18.9 The Architect/Engineer understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Architect/Engineer in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Contractor.
- 3.18.10 Notwithstanding the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet

reasonable security requirements of MDAD or of the TSA/Homeland Security/ FAA.

- 3.18.11 The Architect/Engineer shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.
- 3.18.12 Architect/Engineer agrees that it will include in all contracts and subcontracts with its MIA sub-consultants, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. The Architect/Engineer agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, Homeland Security, FAA or MDAD upon Architect/Engineer's sub-consultants, suppliers, and their individual employees for a violation of applicable security provisions, The Architect/Engineer shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.
- 3.19 ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the Owner and the Architect/Engineer and supersedes all prior negotiations, representations or agreements between the parties hereto, either written or oral, pertaining to the Project(s). This Agreement shall not be amended except by written Amendment.
- 3.20 NON-EXCLUSIVITY: Notwithstanding any provision of this Non-Exclusive Agreement, the County is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional or other consultant to perform any incidental Basic Services, Additional Services or other Professional Services within the contract limits defined in the agreement. The Architect/Engineer shall have no claim against the County as a result of the County electing to retain or utilize such other Architect, Engineer, Design Professional or other Consultant to perform any such incidental Services.
- 3.21 BABY DIAPER CHANGING ACCOMMODATIONS: Architect/Engineer agrees to incorporate as part of any design for this project baby diaper-changing accommodations accessible to both women and men, in accordance with Miami-Dade County Resolution No. R-1337-98.
- 3.22 CONTINUED ENGAGEMENT OF CRITICAL PERSONNEL: In accordance with County Resolution No. 744-00, the Consultant shall identify in Appendix 2, attached hereto and made a part hereof, the specific technical or professional personnel to perform the necessary services under this Agreement. Such personnel shall not be replaced except when Miami-Dade County determines, in its discretion, that the proposed replacement personnel has equal or greater qualifications or capabilities to perform the necessary services.

3.23 ARCHITECT/ENGINEER RESPONSIBILITY:

3.23.1 The Architect/Engineer is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement (including the work performed by Subconsultants), within the specified time period and specified cost. The Architect/Engineer shall perform the work utilizing the skill, knowledge and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The Architect/Engineer is responsible for, and represents that the work conforms to MDAD's requirements as set forth in the Agreement. The Architect/Engineer shall be and remain liable to the Owner for all damages to the Owner caused by the Architect/Engineer's negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the Owner may have, the Architect/Engineer shall, at its expense, re-perform the services to correct any deficiencies, which result from the Architect/Engineer's failure to perform in accordance with the above standards. The Architect/Engineer shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient Architect/Engineer services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work and for the period of design liability required by applicable law. The Owner shall notify the Architect/Engineer in writing of any deficiencies and shall approve the method and timing of the corrections. Neither MDAD's inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the Architect/Engineer or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the Owner's rights under the Agreement or of any cause of action arising out of the performance of the Agreement. The Consultant and its Subconsultants shall be and remain liable to the Owner in accordance with applicable law for all damages to Owner caused by any failure of the Architect/Engineer or its Subconsultants to comply with the terms and conditions of the Agreement or by the Architect/Engineer's or Subconsultants' misconduct, unlawful acts, negligent acts, errors or omissions in the performance of the Agreement. With respect to the performance of work by Subconsultants, the Consultant shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work.

3.23.2 The Architect/Engineer shall be responsible for deficient, defective services and any resulting deficient, defective construction services re-performed within twelve (12) months following final acceptance and shall be subject to further re-performance, repair and replacement for twelve (12) months from

the date of initial re-performance, not to exceed twenty-four months (24) from final acceptance.

- 3.23.3 The Architect/Engineer shall establish, provide, and maintain an effective written Quality Control Program that details the methods and procedures that will be taken to assure that all services required by this Agreement conform to the required professional quality, technical accuracy, completeness, performance, and coordination of all work under the Agreement (including the work performed by Subconsultants). This program shall conform to MDAD's Quality Assurance Manual.

The Architect/Engineer shall be prepared to discuss and present, within five (5) working days after the Owner issues the first Service Order under this Agreement its written Quality Control Program. The Architect/Engineer shall make all adjustments to the Quality Control Program deemed necessary by the Owner.

- 3.24 ARCHITECT/ENGINEER PERFORMANCE EVALUATION In accordance with Administrative Order 3-39 entitled "Standard Process for Construction of Capital Improvements, Acquisition of Professional Services, Construction Contracting, Change Orders, and Reporting", the Architect/Engineer is advised that a performance evaluation of the services rendered throughout this Agreement will be completed by the Owner and kept in Miami-Dade County files for evaluation of future solicitations.

ARTICLE 4

BASIC SERVICES

- 4.1 **START OF WORK:** No Services under this Agreement shall be performed by the Architect/Engineer prior to the receipt of an appropriate Service Order. Each Service Order shall specify whether the Services detailed therein are part of Basic Services, Additional Services, or Work Site Services.
- 4.2 **BASIC SERVICES SCHEDULE AND SUMMARY:** The Architect/Engineer agrees to furnish or cause to be furnished to the extent authorized by Service Order all architectural and engineering professional services, as further specified below, designated as Basic Services, in the Phases delineated and described herein unless modified by the Service Order, for the design, construction Work Related Services, and satisfactory completion of the Project described in a Project Definition Book or as may otherwise be described in Article 9 "Special Provisions" of this Agreement. The Architect/Engineer shall be responsible for correction of any errors, omissions and/or ambiguities, as determined by the Owner/Project Manager, resulting from the Services.

Upon receipt by the Architect/Engineer of a Service Order to proceed with Phase I services, the Architect/Engineer shall prepare and submit to MDAD, for its review and approval, a DSCMP for the first three phases of the project. The DSCMP shall be provided in Excel, Microsoft Project, or Primavera formats and shall include, among other things, proposed durations, from authorization to proceed, for each phase that are consistent with the following durations:

| | | |
|----------|---|------------|
| Phase 1A | Program Verification, | _____ days |
| Phase 1B | Preparation of Schematic Design Documents | _____ days |
| Phase 2 | Design Development | _____ days |
| Phase 3A | 30% Complete Contract Documents | _____ days |
| Phase 3B | 75% Complete Contract Documents | _____ days |
| Phase 3C | 100% Complete Contract Documents | _____ days |
| Phase 3D | Bid Documents | _____ days |

The Architect/Engineer is firmly obligated to complete the services in accordance with the approved DSCMP, and shall furnish sufficient personnel, equipment, and facilities and shall work such hours as necessary to assure such completion.

- 4.2.1 The Architect/Engineer shall furnish or cause to be furnished all professional design services prescribed in Article 9 "Special Provisions" of this Agreement and all other services normally required for an airport project of this type. Services shall also include:

- a. the design of interface facilities for Art-in-Public Places and the coordination of such design with the appropriate agencies;
 - b. the design of facilities that have common boundaries, surfaces, spaces, or that otherwise interface with other facilities or operations being designed, constructed or operated by others not a part of this Agreement and shall also include the coordination of such design; and
 - c. the design of interim/temporary facilities included in the Project Budget, as determined at the end of Phase 2, with the necessary associated facilities to accommodate operations, pedestrian and/or vehicular traffic, tenants or concessionaires, as needed during construction.
- 4.2.2 It shall be the responsibility of the Architect/Engineer to follow and be responsive to the technical and schedule guidance and oversight furnished by the Project Manager.
- 4.2.3 All services performed during Phases 1A through 3D of the Basic Services shall comply with and be in conformance to the Deliverables Requirements Manual and the Design Guidelines Manual.
- 4.2.4 Throughout all Phases of the Basic Services, the Architect/Engineer shall coordinate its Services with other Owner provided consultants.
- 4.2.5 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit to the Owner the deliverables listed under the various phases in the Deliverables Requirements Manual in the format approved by the Owner. In addition, the Architect/Engineer shall submit with each set of deliverables a complete listing of the items required to be delivered for that Phase, by discipline, and indicate which of those items are actually being submitted. For any items not being submitted, the Architect/Engineer shall submit either a written statement as to why such items are not being submitted as required or an approved waiver for the omission. The Owner reserves the right to reject all or part of any submittals that are not complete in their content as required herein. The Architect/Engineer shall be totally responsible for any additional costs resulting from such rejections and shall not be compensated in any manner by the Owner therefore.
- 4.2.6 For Phases 1A through 3D of the Basic Services, the Architect/Engineer shall submit estimates of Probable Construction Cost, as described in Article 1 Definitions. The estimates are to be prepared by a Professional Construction Estimator. Compensation to the Professional Construction Estimator shall be the sole responsibility of the Architect/Engineer and shall be considered part of the Architect/Engineer's compensation for Basic Services. As part of its Probable Construction Cost, the Architect/Engineer shall assist MDAD in

identifying Project Elements that are eligible for Federal/State grant-in-aid participation. The Architect/Engineer shall develop schedules reflecting same and assist in reviewing applications prepared by MDAD and the Project Manager. If meetings with grant agencies are required, attendance at such meetings will be compensated by the Owner as Additional Services.

- 4.2.7 Throughout all phases of the Basic Services, all drawings shall be produced by computer and the electronic submittal required under this contract shall consist of the digital plot files and digital working files in AUTOCAD Map 2000i format with files maintained on compact disks. The A/E must submit all original working drawings in an electronic vector format with an AUTOCAD drawing extension ".dwg". Within the drawing, all external reference files must be bound into one file that represents each of the drawings (hardcopy/prints) in the construction document set. With each submittal, all supporting electronic files, such as images, fonts and linetypes, shall be included with the drawings. All drawings must comply with and use a layering format adopted by MDAD and referred to as the Technical Support Facility Management Layering system.

MDAD retains all rights to further use of all electronic drawings as well as blocks, linetypes, layering convention and any other information contained in the electronic drawings that are needed to reproduce the drawings in the construction document set. If another software package is used to produce the drawings, the A/E is responsible for the conversion to an AUTOCAD format as stated above and must fix any anomalies in the electronic drawing before submitting the electronic drawings and submit all drawings utilizing MDAD drawing layer scheme. This information can be obtained through MDAD Technical Support.

- 4.2.8 The Architect/Engineer shall submit hard and electronic format (as specified herein or otherwise by MDAD) copies of all documents required under each Phase for review, comments and approval by the Owner. The number of copies and the distribution of those copies shall be specified in the Service Order for each Phase.
- 4.2.9 At the end of Phases 1B, 2 and 3C the Architect/Engineer shall provide input and assistance to the Project Manager for the preparation of Capital Project Fact Sheets and, through the Project Manager, shall schedule a review(s) of all plans and programs with the user representatives of the Owner.
- 4.2.10 Recognizing that the construction of other projects at the Airport may affect scheduling of the construction for each Project Element or components thereof, the Architect/Engineer shall diligently coordinate the performance of the Services with the Owner and its designees in order to provide for the safe, expeditious, economical and efficient completion of the Project, without negatively impacting concurrent work by others or the airport operations.

- 4.2.11 County Administrative Order 3-26 (AO) establishes the threshold and guidelines for performing Value Analysis/Engineering (VA/E) studies on Miami-Dade County construction contracts. The AO states that a formal VA/E study is mandated for those projects whose construction cost is estimated to be Five Million Dollars (\$5,000,000) or more. At the end of Basic Services Phase 2, VA/E reviews will be conducted by an independent consultant under contract to the Owner and supervised by the Project Manager. The AO further states that the Architect/Engineer shall assist as needed in the VA/E process.
- 4.2.12 The Architect/Engineer shall meet once per month with the Project Manager to review the Architect/Engineer prepared DSCMP, which will establish the basis of payment and the actions necessary to correct schedule deficiencies. The Architect/Engineer may request modifications to the DSCMP by submitting a written request to modify with supporting justification. It shall be at the Owner's sole discretion whether to grant such a modification.
- 4.2.13 The Architect/Engineer must have a design quality management program related to Construction Contract Document preparation and, when authorized, Work Related Services. This quality management program must be implemented throughout the entire design and construction process.
- 4.2.14 The Architect/Engineer's Probable Construction Cost (including construction contingency allowance), broken down by specification sections or unit prices, shall include any adjustments necessary for projected award dates, changes in requirements, or general market conditions. Service Orders to proceed with Phases 3A, 3B and 3C may not be issued if the Probable Construction Cost, as submitted by the Architect/Engineer at Phases 2, 3A and 3B, respectively, exceeds the total MDAD allocated funds for the construction of the Project. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.
- 4.2.15 For Phases 3A through 3D, the Architect/Engineer shall provide a CSI formatted cost loaded construction schedule that conforms to both the latest Probable Construction Cost and the Work Sequencing and Staging Plan. The cost loaded schedule shall be updated at each phase. The level of detail of the cost loaded schedule at each phase shall be commensurate with the level of detail of the latest Probable Construction Cost.
- 4.2.16 Commissioning Plans: The Architect/Engineer shall develop a commissioning plan in conformance with Division 1 Section 01810 of the current edition of the "MDAD Construction Contracts General and Legal Provisions and Division 1/Commissioning for Facilities Projects".

4.3 PHASES 1A AND 1B - PROGRAM VERIFICATION AND PREPARATION OF SCHEMATIC DESIGN DOCUMENTS

4.3.1 Phase 1A - Program Verification: Based upon the Program drawings and preliminary budget and Design Guidelines furnished to the Architect/Engineer by the Owner, a Service Order may be issued to the Architect/Engineer to verify the accuracy and adequacy of all available information for the Project. Such verification shall include but not be limited to the following areas:

- 4.3.1.1 Program: The Architect/Engineer shall examine the Project Book including Program Drawings furnished by the Owner and shall confirm user requirements and determine requirements for additional studies, verify the physical/spatial characteristics of the Project, the completeness of the Program, and their adherence to the Design Guidelines Manual.
- 4.3.1.2 Record Drawings: The Architect/Engineer shall examine and verify all as-built conditions as to their completeness and accuracy as depicted on the Record Drawings furnished by the Owner.
- 4.3.1.3 Project Budget: The Architect/Engineer shall examine in detail, the estimated construction costs furnished by the Owner. Should this cost verification reveal serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development, the Architect/Engineer shall inform the Owner in writing as to the adequacy of the funds required to complete the Project through the construction phase.
- 4.3.1.4 Utilities Investigation: The Architect/Engineer shall evaluate the utilities information provided by the Owner and determine the adequacy of existing utilities to accommodate the additional utility loads imposed by the Project Element(s), and incorporate such information into the design.
- 4.3.1.5 Surveys: The Architect/Engineer shall verify the survey information provided by the Owner, and incorporate such information into the design. The Architect/Engineer shall be responsible for obtaining any additional survey information that is required for the completion of the project and was not provided by the Owner.
- 4.3.1.6 Soils Investigations: The Architect/Engineer shall prepare a soils investigation plan for use in determining soil characteristics required for proper design of the Project Elements included herein. The plan shall show the number, spacing and depth of borings required and shall specify such other tests and investigations as may be necessary to provide information prerequisite to its design. The Architect/Engineer shall specify, locate and coordinate the specific borings and tests to be

performed by others and shall interpret the results for application to the Project.

- 4.3.1.7 Discrepancies Between Existing Conditions and Depicted Conditions: Any discrepancies between the actual, existing conditions and conditions depicted on drawings or other information provided by the Owner shall be noted by the Architect/Engineer. The actual, existing conditions shall then be incorporated into the Contract Documents.
- 4.3.1.8 Deficiencies of Information: The Architect/Engineer shall inform the Owner in writing of any deficiencies, other than discrepancies from actual, existing conditions found during verification, in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services. Upon agreement of the deficiencies by the Owner, the Owner may then issue a Service Order directing the Architect/Engineer to perform the necessary investigations and develop the required additional information as Additional Services.

At its option, the Owner may direct a geotechnical engineering company, an independent engineering testing laboratory, a survey company, or other firm(s) under contract with the Owner to provide the necessary services for the Architect/Engineer. The Architect/Engineer shall be responsible for verification of the validity, interpretation, coordination, application and use of all supplemental information, signed and sealed, provided by any such independent consultant.

- 4.3.1.9 Art in Public Places: The Architect/Engineer shall, prior to preliminary design, initiate contact and confer with the Art in Public Places Representative for review of applicability of an art component to the Project. Should Art in Public Places Department determine that the installation of an art component is applicable to this Project based on the provisions of County Code Section 2.11.15 and should it decide to pursue said installation, the Architect/Engineer shall further confer with the Art in Public Places Representative to develop a concept for art appropriate to the Project, and with the Art in Public Places Professional Advisory Committee as to the type(s) of art, location(s), and possible artist(s). The Director of Art in Public Places shall approve the final concept and location. The final choice of the artist(s) will be made by the Art in Public Places Trust, upon recommendation of the Art in Public Places Professional Advisory Committee. As part of its Master Plan, Art in Public Places encourages and will give preference to collaborative projects between the artist(s) and the Architect/Engineer to promote the integration of art work and site. Such collaborative efforts shall include the active involvement of both the Architect/Engineer and the artist(s) during Design

Development of the Project. In consultation with the artist(s) and Art in Public Places, the Architect/Engineer shall make all the necessary provisions and coordinate the development and incorporation of artwork(s) details and/or specifications in the Contract Documents for the Project. The Architect/Engineer shall coordinate the installation of necessary anchorages, special lighting, or plumbing or other utility or installation and connections as required for the proper installation of the art work in accordance with the artist's concept(s). The Architect/Engineer shall provide, without added compensation, technical support including but not limited to assisting the artist(s) in the development of preliminary and final construction cost estimates for infrastructure work necessary to support the art work to the extent that it is included in the Contract, construction procedures/approach, typical sections, profiles and details, structural support and utility connection systems (including structural anchorage details as may be required), technical specifications, submittals and shop drawing requirements (including review and approvals) for all ancillary facilities in connection with the installation of the artwork. The Architect/Engineer shall coordinate the installation of the artwork with the artist(s) and the Contractor during construction and shall assist the artist(s) and Art in Public Places in the resolution of issues pertaining to coordination. The Architect/Engineer shall inspect, along with the artist(s) and the Art in Public Places Representative, the completed installation(s) by the Contractor for compliance with the Contract Documents.

- 4.3.2 Phase 1B - Preparation of Schematic Design Documents: Upon the written confirmation of the Architect/Engineer that all elements of the Project have been identified and the Owner's cost estimates have been verified, the Owner may issue a Service Order to prepare the Schematic Design Documents.

The Architect/Engineer shall review the verified Program with the Owner's representatives, lessees (if applicable), and all agencies and other governmental authorities having permitting or other approval authority with respect to the Project. Project Elements or components, as well as suggestions of such agencies or lessees (if applicable) regarding required procedures, are to be followed. Necessary inclusions shall be made when preparing the Design Development and the Contract Documents. Upon completion of the agency(ies) reviews, the Architect/Engineer shall detail in writing the recommendation of the Agency(ies) to the Owner and shall modify the suggested plan as appropriate and resubmit it to the Owner for review, further modifications, and for approval and agreement by the Owner. As a part of this Phase, the Architect/Engineer shall prepare and submit the Phase 1B deliverables including but not limited to the following:

- 4.3.2.1 Site Plan: A site plan(s) of the Project, at a scale to be specified by the Owner showing the Project Elements, existing facilities, and proposed

projects pertinent to or interfacing with other projects and with the remainder of the Basic Services under this Agreement.

- 4.3.2.2 Schematic Design Studies: The Schematic Design studies shall consist of all plans, elevations, sections, perspectives, etc., as required to show the scale and relationship of the design concept to surrounding facilities and other Project Elements plus a narrative report setting forth in appropriate detail the criteria to be used in preparing the Contract Documents for the Project Elements and identifying all major equipment and systems required, including alternative items as appropriate, and Work Sequencing Schedules.

These Schematic Design studies are preliminary in nature and scope. They shall be further defined and amplifying details shall be developed by the Architect/Engineer during subsequent phases of the Basic Services.

The Owner will make a determination, based on the Schematic Design studies and narrative report, of what equipment and systems will be used. In addition, the Owner will, based on the investigations and recommendations developed by the Architect/Engineer determine which equipment and other items the Owner will purchase outside the Contract for this Project. Should the Owner decide to purchase equipment and materials separately and furnish them to the Contractor, the Architect/Engineer shall, as part of the Basic Services, provide detailed programming and scheduling, perform follow-on liaison with vendors with respect to availability and delivery and provide any other such Services with respect to such separately purchased and furnished equipment as would otherwise be required had said equipment not been separately purchased and furnished.

- 4.3.2.3 Drainage: The Architect/Engineer shall prepare a preliminary drainage plan showing the direction and quantities of flows to each drain. The Schematic Design narrative report shall provide drainage calculations in sufficient detail to give assurance that the Project can be used under the approved design storm conditions.

- 4.3.2.4 Barricades, Signing, Marking and Lighting: The Architect/Engineer shall prepare, as necessary, a preliminary maintenance of traffic plan, construction operations safety plan and a security plan which show how the Work can be accomplished within operational constraints. The safety plan shall be prepared as part of the Project documents in conformance with the FAA Advisory circulars and the MDAD Airside Operations Procedures (where applicable). It shall delineate the nature, extent and location of site access, required temporary barricading, signing, marking and lighting for the Aircraft Operation Areas and Landside work areas for

the Project. The safety plan shall also be coordinated with appropriate MDAD staff.

- 4.3.2.5 Work Sequence and Staging Plan: The Architect/Engineer shall develop a Work Staging Plan to avoid adverse impacts on existing airport and aircraft operations and shall advise the Owner in writing of the remaining adverse impacts, if any, and estimated increase in Project costs that would result from such staging plan. The Architect/Engineer shall develop a Work Sequencing Schedule showing the sequence of the construction and the relative time frame within the overall construction period. Alternative plan(s) and associated cost(s) shall also be developed and submitted, along with an analysis by the Architect/Engineer of pertinent factors and relative merits of each plan, even if such alternative plan(s) would adversely impact airport and aircraft operations. The decision as to which plan to use will be made by the Owner, and the Architect/Engineer will be informed of such decision in writing.
- 4.3.2.6 Outline Specification: The Architect/Engineer shall prepare an outline specification which will describe the Architect/Engineering requirements, earthwork, utility adjustments and relocations, bridge substructure, superstructure, drainage, foundations, mechanical, electrical, utilities, lighting, signalization, signage, markings, external finishes, painting, security systems, fire protection systems, plumbing, and other incidental and special equipment being proposed for the Project, all of which will be considerations in the cost estimate.
- 4.3.2.7 Probable Construction Cost: The Architect/Engineer shall submit a Probable Construction Cost of the Project. The Probable Construction Cost shall include the estimated costs of constructed or acquired facilities and improvements in such detail as required by the Owner including each class of equipment, operational systems, and any other direct costs that may be included in the Project by the Owner pursuant to this Agreement. No further progress payment shall be made should the Probable Construction Cost in any phase exceed the Budget, until an alternate design is provided at no additional compensation, to bring the cost within the Project Budget limitations.
- 4.3.3 During Phase 1B the Owner may direct the Architect/Engineer, by Service Order, to combine specified portions of the Phase 1B and Phase 2 Basic Services and eliminate or change certain portions of the Services in order to provide Contract Documents more efficiently or cost-effectively. If so directed by the Owner, fees for these two phases shall be the same as if the two phases were performed in their entirety. The durations for the individual phases 1B and 2 will be combined to establish the total duration for the combined phase 1B/2, which will equal the sum of the durations for the individual phases.

- 4.3.4 The Architect/Engineer shall not proceed with the following Phase 2 - Design Development until appropriate written approvals and comments on the deliverables for Phase 1B and a Service Order for the Phase 2 Basic Services are received from the Owner. All comments shall be addressed, in writing, and reflected in the Phase 2 documents. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.4 PHASE 2 - DESIGN DEVELOPMENT

- 4.4.1 Upon receipt from the Owner of a Service Order for Phase 2 Basic Services, the Architect/Engineer shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 1B Basic Services. Phase 2 Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables. The Design Development documents shall consist of Drawings, Outline Specifications, Work Sequencing Schedules and other documents as may be necessary to fix and describe the size and character of the systems and components to be included in the Project. The systems and components and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 1B for interim locations or routings, or for the staging and sequencing of Work, shall be refined and updated as applicable. Should the need for additional plans and/or programs become apparent during the course of the performance of the Phase 2 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.
- 4.4.2 Unless otherwise stipulated in Article 9, "Special Provisions," it is the Owner's intent to bid the Project in one (1) package. The Owner, though, reserves the right to direct that the Project be divided into as many contracts as required by operational constraints, tenant or lessees needs, adjacent project scheduling, or other reasons as determined by the Owner. If the Owner requires the Project to be broken into more bid packages than specified herein, the additional work to accomplish this will be compensated to the Architect/Engineer as Additional Services.
- 4.4.3 The Architect/Engineer shall participate in a Value Analysis (VA), including Life Cycle Cost Analysis, lasting approximately one (1) week. The VA will be conducted by an independent consultant under contract to the Owner and be supervised by the Project Manager. The Architect/Engineer will provide documents, make an opening presentation relative to the contents of those documents, respond to questions posed by the VA consultant through the Project Manager, and be given the opportunity to respond to the VA's

recommendations. Recommendations agreed to and required by the Owner will be incorporated by the Architect/Engineer into the Phase 2 Services.

4.4.4 The Architect/Engineer shall submit all documents required under Phase 2 Design Development for review and comments by the Owner. The Design Development documents submitted shall also include updates to the Phase 1B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements and the incorporation of the Owner approved recommendations of the Value Analysis. If the Phase 2 Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 1B Probable Construction, no further progress payment will be made until an alternate design is provided, at no additional compensation, to bring the cost within the Project Budget limitations. The Owner may direct the Architect/Engineer to modify, without additional compensation, the Design Development documents to bring the Phase 2 Probable Construction Cost within or below the approved Phase 1B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3A - 30% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 2 and a Service Order for the Phase 3A Basic Services are received from the Owner. All comments shall be addressed in Phase 3A. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.4.5 The Architect/Engineer shall prepare exhibits required to convey the intent of the design during Phase 2 presentation to the Owner for Owner's and Users' reviews. The Architect/Engineer shall resolve all comments, including a follow-up presentation(s) if required.

4.4.6 The Architect/Engineer shall also, to the extent applicable based on refinements and amplifications effected during the Design Development phase, review pertinent documents with the agencies having permitting or other approval authority with respect to the Project, including those agencies previously consulted in Phases 1A and 1B above, to obtain the reviews of such agencies. The Architect/Engineer shall report in writing the findings of such reviews with said agencies and provide recommendations for approval by the Owner relative to such findings for implementation by the Architect/Engineer in Phase 2 Basic Services.

4.5 PHASES 3A, 3B & 3C - CONTRACT DOCUMENTS

4.5.1 Phase 3A, 30% Complete Contract Documents

4.5.1.1 Upon receipt of a Service Order for Phase 3A Basic Services, the Architect/Engineer shall prepare the 30% Contract Documents from the

approved Design Development documents developed in the performance of the Phase 2 Basic Services. Phase 3A Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables.

- 4.5.1.2 The Architect/Engineer shall prepare a preliminary Storm Water Pollution Prevention Plan (SWPPP) in accordance with the National Pollution Discharge Elimination System (NPDES) storm water discharge regulations under the Clean Water Act Amendments of 1987.

The Architect/Engineer shall comply with the current "NPDES General Permits For Storm Water Discharge From Construction Sites", for storm water rules, regulations, and project eligibility, and shall prepare a SWPPP for the Project using all applicable Environmental Protection Agency (EPA) and local agency regulations.

The Architect/Engineer may refer to the Miami-Dade Aviation Department (MDAD) SWPPP guidance manual for information on preparing individual SWPPPs for MDAD approval and Contractor implementation.

- 4.5.1.3 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities, including but not limited to, County, State and/or Federal, having jurisdiction over the Project by law or contract with the County. The Architect/Engineer shall also assist the Owner in obtaining, as appropriate, such applicable certifications of "permit approval" prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Bidding Documents.

- 4.5.1.4 The Architect/Engineer shall submit all documents required under Phase 3A - 30% Contract Documents for review and comments by the Owner. The 30% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 30% Contract Documents submittal shall include CSI Divisions 1 through 16. The 30% Contract Documents submitted shall also include updates to the Phase 2 Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 2 Design Development. If the Phase 3A Probable Construction Cost is higher than the Phase 2 Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 30% Contract Documents to bring the Phase 3A Probable Construction Cost within or below the approved Phase 2 Probable Construction Cost. The Architect/Engineer shall not proceed

with the following Phase 3B - 75% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3A and a Service Order for Phase 3B Basic Services are received from the Owner. All comments shall be addressed in Phase 3B. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

- 4.5.1.5 The Architect/Engineer shall, to the extent applicable based on refinements and amplifications effected during this Phase, review pertinent documents with those agencies having permitting or other approval authority with respect to the Project, including agencies previously consulted by the Architect/Engineer in Phases 1A, 1B and 2, in order to obtain changes in the opinions, comments and suggestions of those agencies with respect to such refinement and amplifications. The Architect/Engineer shall report in writing to the Owner, for approval by the Owner, the findings of such reviews with said agencies and its recommendations relative to such findings for implementation by the Architect/Engineer in Basic Services Phase 3B.

4.5.2 Phase 3B, 75% Complete Contract Documents

- 4.5.2.1 Upon receipt of a Service Order for Basic Services Phase 3B, the Architect/Engineer shall prepare the 75% Contract Documents from the approved 30% Contract Documents developed in the performance of the Phase 3A Basic Services. Phase 3B Basic Services shall produce the submittals as more fully detailed in the Deliverables Requirements Manual.
- 4.5.2.2 Using the documents prepared under this Article, the Architect/Engineer shall submit for review the necessary portions of the Contract Documents to the authorities including, but not limited to, County, State, and/or Federal, having jurisdiction over the Project by law or contract with the County. Said documents shall be sufficient to be permitted as applicable by such authorities. The Architect/Engineer shall assist the Owner in obtaining, as appropriate, such applicable certifications of "permit approval" prior to approval by the Owner of the 100% complete Review Set and printing of the Contract Documents.
- 4.5.2.3 The Architect/Engineer shall develop a coordinated plan of execution for this Phase, which will include an outline, or index, of the contents of the Contract Documents along with a schedule(s) for completion and sufficient information to permit the Owner to prepare an updated Capital Project Fact Sheet.

- 4.5.2.4 The Architect/Engineer shall prepare Plans in a manner that will ensure clarity of line work, notes and dimensions when reduced to 50 percent of the original size. After acceptance by the Owner, the Plans shall become part of the Contract Documents. The Technical Specifications shall provide that a system of quality control and quality assurance be a requirement of the work. The quality control and quality assurance system shall provide the procedures to be used by the Contractor and the Architect/Engineer to assure that the quality of all materials, equipment systems, and furnishings function as intended and are equal to or better than called for in the specifications.
- 4.5.2.5 The Architect/Engineer shall submit all documents required under Phase 3B - 75% Contract Documents for review and comments by the Owner. The 75% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 75% Contract Documents submittal shall include CSI Divisions 1 through 16. The 75% Contract Documents submitted shall also include updates to the Phase 3A Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3A - 30% Contract Documents. If the Phase 3B Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3A Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall provide an alternate design, without additional compensation and without changing the scope of the Project, to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 75% Contract Documents to bring the Phase 3B Probable Construction Cost within or below the approved Phase 3A Probable Construction Cost.
- 4.5.2.6 The Architect/Engineer shall participate in an abbreviated (two to three days) follow up VA/Life Cycle study/critique/constructability after submission of 75% Construction Documents. Participation shall be as necessary to assure that the Owner approved recommendations from the Phase 2 VA have been incorporated and that any additional recommendations from this Phase 3B VA are fully understood and will be incorporated into the Contract Documents.
- 4.5.2.7 After review by the Owner, the Architect/Engineer shall resolve all questions and have all revisions made to its documents as required by the Owner. The Architect/Engineer shall prepare a 75% complete Review Set. The 75% Review Set shall be returned to the Owner with a consolidated

cost and schedule breakdown by construction trade that will permit the Miami-Dade County Department of Business Development to readily develop contract measures in the bidding documents. The Architect/Engineer shall not proceed with the following Phase 3C - 100% Contract Documents until appropriate written approvals and comments on the deliverables for Phase 3B and a Service Order for Phase 3C Basic Services are received from the Owner. All comments shall be addressed in Phase 3C. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.5.3 Phase 3C, 100% Complete Contract Documents

- 4.5.3.1 Upon receipt of a Service Order for Phase 3C, the Architect/Engineer shall proceed with Basic Services Phase 3C - 100% Contract Documents. The Architect/Engineer shall prepare the 100% Contract Documents from the approved 75% Contract Documents developed in the performance of the Phase 3B Basic Services. Phase 3C Basic Services shall produce the submittals as more fully detailed in the Professional Services Deliverables.
- 4.5.3.2 The Architect/Engineer shall submit all documents required under Phase 3C - 100% Contract Documents for review and comments by the Owner. The 100% Contract Documents submittal shall apply to all applicable disciplines including, but not limited to, architectural, structural, mechanical/HVAC/plumbing/fire protection, electrical, and civil. The 100% Contract Documents submittal shall include CSI Divisions 1 through 16 and MDAD Division 0. The 100% Contract Documents submitted shall also include updates to the Phase 3B Project Probable Construction Cost. These updates shall be based upon the approved size and character of the components of the Project Elements as developed in the approved Phase 3B - 75% Contract Documents. If the Phase 3C Probable Construction Cost indicates that the Project cost shall be more than the approved Phase 3B Probable Construction Cost, no further progress payment will be made until the Architect/Engineer provides an alternate design the Architect/Engineer shall, without additional compensation and without changing the scope of the Project, provide an alternate design to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Owner may direct the Architect/Engineer to modify, without additional compensation, the 100% Contract Documents to bring the Phase 3C Probable Construction Cost within or below the approved Phase 3B Probable Construction Cost. The Architect/Engineer shall not proceed with the following Phase 3D Bid Documents until appropriate written approvals and comments on the deliverables for Phase 3C and a Service Order for Phase 3D Basic Services are received from the Owner. All

comments shall be addressed in Phase 3D. The Architect/Engineer understands that such approvals, comments and Service Order may be received individually and at different times.

4.6 PHASE 3D, BID DOCUMENTS

4.6.1 After review by the Owner of the 100% Contract Documents, the Architect/Engineer shall respond to all comments in writing within seven (7) calendar days after receipt of the comments from the Owner, acknowledging acceptance of the comments(s) which will be incorporated into the documents during Phase 4, and identifying the rejection of those comments not to be incorporated as approved by the Owner.

4.6.1.1 The Architect/Engineer shall assemble and submit a consolidated set of 100% Contract Documents for back check by the Owner. This set will reflect the revisions required after the 100% review by the Owner.

4.6.1.2 The Architect/Engineer shall recommend and justify to the Owner the overall Project Contract Time, Phasing, Interim Completion Time(s), the amounts of liquidated damages, liquidated indirect costs, and the amount of Allowance Account(s) to be incorporated in the Contract Documents.

4.6.2 Upon final approval of the back checked Phase 3C - 100% Contract Documents by the Owner and the receipt of a Service Order, the Architect/Engineer shall prepare the Advertisements for Bids, the Bid Forms, and finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders. These 100% complete Contract Documents shall be submitted to the Owner for approval.

4.7 PHASE 4 - BIDDING AND AWARD OF CONTRACT

4.7.1 Upon approval of the 100% complete Contract Documents and the issuance of a Service Order by the Owner for the Phase 4 Basic Services, the Architect/Engineer shall furnish the number of bound sets of the 100% complete Contract Documents (Plans and Project Manuals) as specified in the Service Order for bidding purposes, prior to advertising, or as may otherwise be directed by the Owner by the Service Order. The Architect/Engineer shall assist the Owner in obtaining bids, delivering the Contract Documents to minority organizations as directed by the Owner, responding in writing to Bidders' inquiries, preparation and issuance of addenda, evaluation of the Bids and Bidders, and the awarding of a Contract(s) for all or a portion of the Work that was bid pursuant to the Contract Documents. The Architect/Engineer shall also participate in pre-bid conference(s) and attend the Bid opening.

4.7.2 The Architect/Engineer shall distribute the Contract Documents to prospective Bidders and to other agencies as required by the Owner, in accordance with current MDAD bidding procedures, as such procedures may be amended from time to time. Delivery cost to Bidders shall be paid by the Bidders.

4.7.3 The Architect/Engineer shall, with prior approval and authorization by the Owner, develop, print, and distribute addenda and responses to bidder's inquiries.

4.7.4 The Architect/Engineer shall: prepare two (2) sets of Contract Documents conformed with Addenda (if any) pasted or included therein for use by the Owner; prepare a tabulation of bids received; analyze the bids; and make an initial recommendation of award. The award of the Contract will be at the sole discretion of the Owner. Such action by the Owner shall not relieve the Architect/Engineer from any responsibility under this Agreement.

4.7.5 If the lowest qualified, responsive and responsible bid received exceeds the approved Phase 3C Probable Construction Cost, the Owner may at its discretion:

1. Approve the increase of the cost of the Work that was bid pursuant to the Contract Documents; or
2. Direct the Architect/Engineer to revise the Contract Documents, without changing the scope of the Project, and rebid the Work included in the revised Contract Documents (in which case the Architect/Engineer shall again perform the work specified herein before, at no additional compensation, except for the reimbursement of the cost of printing of Contract Documents); or
3. Suspend or abandon the Project or any components of the Work included in the Contract Documents.

4.7.6 Upon award of the Contract by the Owner and notification from Owner to the Architect/Engineer that the Contract be executed, the Architect/Engineer shall assemble, prepare and transmit to the Owner twelve (12) sets of the bidding and Contract Documents, complete with all addenda, forms and affidavits required by the Contract Documents.

4.8 PHASE 5 - WORK RELATED SERVICES

4.8.1 Upon receipt of a Service Order for Phase 5 Work-Related Services, the Architect/Engineer shall provide the Services as set forth herein. The Work-Related Services will begin upon receipt of a Service Order and will end when the final request for payment from the Contractor has been approved by the Owner and the Architect/Engineer has submitted its Report of Contract

Completion and the Record Drawings (As-Built Drawings) and has completed all other Services required, including the warranty related services.

- 4.8.2 The Architect/Engineer shall provide the Owner a staffing plan including individual resumes that the Architect/Engineer including Sub-Consultant(s) intends to use during the Work Related Services for review by the Owner for adequate staffing.
- 4.8.3 The Architect/Engineer shall approve the overall progress schedule, schedule of shop drawings submissions, schedule of values, and other schedules required of the Contractor under the Contract Documents. The Architect/Engineer shall visit the Work at least once per week, evaluate the work for compliance with the Contract Documents, prepare and submit to the Owner, via the Project Manager with copies to the Field Representative, a detailed written and sequentially-numbered report of the observed conditions of the Work, the progress of the Work, and other Work observations, as found or made during each visit to the Work. Such report shall be submitted to the Owner at least monthly and more frequently on an interim basis if necessary to prevent or mitigate any increase in Project costs or damages to the Owner. The Architect/Engineer will not be held responsible for the means, method, techniques, sequences or procedures used, or for safety precautions and programs, in connection with the Work performed by the Contractor, but shall immediately report to the Owner any observations of conditions which in his judgment would endanger persons or property or which might result in liabilities to the Owner.
- 4.8.4 Appropriately qualified personnel of the Architect/Engineer, including Sub-consultant(s) if appropriate, shall visit the Work at least once per week, unless otherwise specified in the Article 9 "Special Provisions" of this Agreement, and as necessary to fulfill the responsibilities of the Architect/Engineer hereunder and in order to respond to non-routine situations that call for the Architect/Engineer's expertise and /or approval in an expeditious manner. Such personnel shall coordinate with the Field Representative work-site personnel.
- 4.8.5 Based on observation and measurement of the Work satisfactorily completed and upon the request for payment from Contractor, the Architect/Engineer shall review the amount requested by the Contractor on account, indicating, as applicable, the amounts which are available from Federal/State funding, and shall concur with the request for payment, in such amount. The Architect/Engineer's concurrence shall constitute a representation to the Project Manager and the Owner that the Work has progressed to the point indicated; that to the best of the knowledge, information and belief of the Architect/Engineer, the quality of the Work is in accordance with the Contract

Documents. Such concurrence shall be based on the Architect/Engineer's review and acceptance of the following:

1. An evaluation of the Work for conformance with the Contract Documents;
 2. The Field Representative's certification of the Contractor's measurements for work satisfactorily completed.
 3. The results of any subsequent test required by the Contract Documents;
 4. The review of the as-built drawings to determine completeness and accuracy up to the date of the pay request;
 5. Any specific qualifications stated in the request for payment; and
 6. The Field Representative's confirmation of the cost of labor, materials and equipment for cost-plus work including disputed work.
- 4.8.6 The Architect/Engineer shall assist the Project Manager and the Field Representative in reviewing and evaluating all Contractor's claims relating to the cost, execution and progress of the Work and on all other matters or questions related thereto.
- 4.8.7 The Architect/Engineer shall have authority to require special inspection or testing of any Work questioned as to conformity with the Contract Documents whether or not such Work has been fabricated and delivered to the Project, or installed and completed.
- 4.8.8 The Architect/Engineer shall, where necessary or when requested by the Owner, provide general consultation and advice, interpret the Plans and Specifications and other such Contract Documents in order to clarify the intent of the Architect/Engineer with respect to the contents of the Contract Documents.
- 4.8.9 The Architect/Engineer shall promptly review and approve shop drawings, samples, and other submissions of the Contractor(s) for conformance with the design concept of the Project Element(s) and for compliance with the information given in the Contract Documents. The Architect/Engineer shall render decisions, issue interpretations, and issue correction orders within the times specified in the Contract Documents or, absent such specification, on such timely basis so as not to delay the progress of Work as depicted in the approved construction schedule.

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4.8.10 The Architect/Engineer's Services for Substantial Completion and Final Acceptance shall include, but not be limited to, the following:

4.8.10.1 Inspections for Substantial Completion: The Architect/Engineer shall, prior to Substantial Completion of the Work, inspect the Work with the Field Representative to determine initial Punch List items, and shall re-inspect the work with the Field Representative as many times thereafter as are needed to establish a time of Substantial Completion. The Architect/Engineer shall review each edition of the Punch List before it is issued by the Field Representative. Each edition of the Punch List will be distributed by the Field Representative after review by the Architect/Engineer. Any User contributions to the Punch List shall be only as approved by Owner. Punch Lists shall record:

1. Defects observed in the Work, in first and succeeding visits;
2. Defects corrected (recorded by striking items from the punch list or by identifying items as corrected).

4.8.10.2 Contractor's Closeout Submittals and Actions: The Architect/Engineer shall review the Field Representative's record of closeout submittals and actions for concurrence.

4.8.10.3 Determination of Substantial Completion: When the Punch List of defective items has been reduced to the point at which, in the judgment of the Architect/Engineer and Field Representative, the Work can be immediately utilized for its intended purpose, division of responsibility for carryover items from the Contractor to the Owner has been set forth, and all Punch List items are judged to be capable of completion in not more than 60 days, upon recommendation by the Field Representative, the Architect/Engineer shall review, concur, and upon approval by the Owner, set the date of Substantial Completion.

4.8.10.4 Certificate of Occupancy: If a Certificate of Occupancy is required on this project, the Architect/Engineer and Field Representative shall not certify the Work as substantially complete until a Certificate of Occupancy has been issued in accordance with the Florida Building Code.

4.8.10.5 Determination That the Work Is Not Substantially Complete: If the required submittals and actions by the Contractor are deficient, or if in the judgment of the Field Representative and/or the Architect/Engineer the Work will not be ready for final acceptance in 60 days, the Architect/Engineer shall notify the Project Manager, the Field Representative and the Contractor in writing that Substantial Completion cannot be declared, and include a list of deficient Contractor's submittals,

deficient Contractor's actions, defective or incomplete items in the Work, and any other supporting reasons the Field Representative and/or the Architect/Engineer may wish to state.

- 4.8.10.6 Retainage for Uncompleted Work: The Architect/Engineer shall review and concur with the Field Representative's recommendation of an amount that will ensure that the Owner can employ other contractors to complete each item of work in the event of the Contractor's failure to complete. Upon approval by the Owner, this retainage for uncompleted work shall be deducted from the retainage amount otherwise due the Contractor at the time of Substantial Completion. Retainage for uncompleted work will not be paid until the Contractor completes all uncompleted items.
- 4.8.10.7 Final Acceptance: When, in the judgment of the Field Representative and the Architect/Engineer the Work is complete, the date of Final Acceptance shall be set by the Owner.
- 4.8.11 The Architect/Engineer shall revise Plans, specifications and other Contract Documents as necessary, shall review Change Orders, Work Orders, Bulletins, and other appropriate documentation prepared by the Field Representative, and shall assist the Project Manager and Owner in negotiations with the Contractor(s) with respect to all changes in the Work. Except for change orders and work orders resulting directly or indirectly from errors, omissions, and/or ambiguities in the Services rendered by the Architect/Engineer, including Sub-consultants, such work shall be Additional Services.
- 4.8.12 The Architect/Engineer shall furnish to the Department at the Architect/Engineer's expense one complete set of computer produced drawing disc files (AUTOCAD) of the Record Drawings in the size and format required by the Owner in accordance with sub-article 4.2.7, and at the Owner's expense provide one complete set of 35 mm aperture card microfilm reproductions. The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans included in the Contract Documents as adjusted to comply with the as-built Work. The Architect/Engineer shall verify that all Record Drawings prepared by the Contractor are prepared in a manner that will ensure clarity of line work, notes, and dimensions. The Architect/Engineer shall provide a certification of the quality of all equipment and systems that are a part of the finished work.
- 4.8.13 The Architect/Engineer shall furnish to the Owner in an electronic data base (Microsoft Excel 2000 or higher) an index, summary and copies of all warranty documents required to be furnished by the Contractor under the consolidated Contract Documents. The Field Representative and Contractor will be responsible for providing an index and summary list all of the equipment by serial number and indicate for each the warranties, the term,

conditions, and the purported legal enforcement and recourse rights of the Owner as indicated by the language in the Warranty. This list shall be reviewed by the Architect/Engineer.

4.8.14 The Architect/Engineer shall inspect the entire Project one (1) month prior to the expiration of the warranties. The Architect/Engineer shall report its findings to the Owner sufficiently prior to the end of the warranty period to enable the Owner to issue an action report to the Contractor prior to the expiration of the warranty period. The Architect/Engineer report shall be complete with specific recommendations covering any portions of the Work to be repaired or replaced.

4.8.15 In addition to the requirements set forth above, the Architect/Engineer shall perform those duties of the Architect/Engineer as set forth in the Contract Documents.

4.9 MEETINGS AND REPORTS

4.9.1 Meetings: As part of providing the Basic Services, the Architect/Engineer shall attend all meetings wherein information relating to the Basic Services is discussed, and shall provide consultation to the Owner regarding such information. These meetings shall include, but shall not necessarily be limited to, regularly scheduled monthly meetings concerning design coordination, and such other meetings, whether regularly scheduled or specially called, as may be necessary to enable the Architect/Engineer to coordinate his Services with, and provide information to and/or obtain information from, the Owner, its consultants and contractors, and all others with whom coordination or liaison must take place in order to fulfill the intent and purposes of this Agreement and the Contract Documents. Unless otherwise directed by the Owner, the Architect/Engineer shall prepare and disseminate in a timely manner meeting notices and agenda, briefing materials, meeting minutes, meeting reports, etc., appropriate to such meetings.

4.9.2 Reports: In addition to any specific reports called for elsewhere in this Agreement, the Architect/Engineer shall submit to the Owner a monthly progress report of the status and/or results of all Services required to be performed under this Agreement. This Report shall be submitted with the invoice for Services performed during the corresponding period. Each report shall include but not be limited to: a brief narrative the progress made during the previous month and the estimated incremental and total percentages of each assigned Project Element which have been completed; any problem(s) encountered during the month and any actions taken to solve or alleviate the problem(s); any changes which may have occurred in the projected dates of the events; a statement from the Architect/Engineer as to each Project Element that the Project is either on schedule or the Project Element is not on schedule

and should the latter be stated, then the Architect/Engineer shall also state the length of delay and the reasons for the delay. The Architect/Engineer shall explicitly state recommendations for alleviating the delay and in subsequent monthly progress reports state whether or not the delay has been alleviated. Such report shall also relate the aggregate services performed to the total compensation paid and payable to the Architect/Engineer hereunder for each Phase of the Basic Service as set forth in the corresponding invoice for payment.

- 4.9.3 Partnering: MDAD has committed itself to the practice of partnering, a team commitment to create an environment in which design and construction differences are dealt within the open with members of the design and construction team taking responsibility for timely and cost conscious performance. The process will start with key participants of the Project team, including Architect/Engineer's personnel, attending a Partnering Meeting to establish terms of the partnering agreement.. The meeting will enable the Project team to establish methods of issue/conflict resolution, delegate authority for decision making to the lowest possible level, and develop a continuous evaluation process. Follow-up meetings with the facilitator will be held as necessary during the construction to spur the Project's on-schedule completion.

ARTICLE 5

ADDITIONAL AND CONSTRUCTION ADMINISTRATION SERVICES

- 5.1 AUTHORIZATION: Any Services beyond the requirements for Basic Services shall be performed by the Architect/Engineer upon receipt of a Service Order issued by the Owner. The Owner reserves the right to have any or all of the Services listed below performed by consultants other than the Architect/Engineer. The Architect/Engineer shall have no claim to any of these Services except as authorized by the Owner with a Service Order.
- 5.2 ADDITIONAL SERVICES: Additional Services listed below are beyond the requirements for Basic Services under this Agreement and shall be performed upon receipt of a Service Order.
- 5.2.1 Special analyses of the needs of the Owner related to financial feasibility, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.
- 5.2.2 Incorporation of any User recommendations, as approved by the Owner, into drawings subsequent to Phase 2.
- 5.2.3 Any Services requested in writing by the Owner performed after acceptance of Phase 2 documents by the Owner relative to future facilities, systems and equipment but not intended to be included in the Contract Documents.
- 5.2.4 Services with respect to verification of Owner supplied information that cannot be made visually or by careful review of the available information, but which requires extraordinary investigation, such as excavation, demolition or removal, as well as investigations and the development of additional information, as agreed to by the Owner, required as a result of deficiencies in the as-built conditions, utility information, survey information and/or soils investigation which are deemed necessary to provide a satisfactory basis on which to perform the Basic Services.

If any independent engineering, testing laboratory or surveyor is employed by the Architect/Engineer to perform any or all of the requested additional services, the Architect/Engineer shall obtain the Owner's approval of the use of and the fees for such independent engineering, testing laboratory or surveyor prior to commencing such work. Verification of the work performed by such Sub-consultant(s) and the cost associated therewith shall be the sole responsibility of the Architect/Engineer and not compensable by the Owner.

- 5.2.5 Extra work required, as directed by the Owner, to break the Project into more bidding packages than specified in herein or Article 9 "Special Provisions" of this Agreement, including making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the Owner and Users (if applicable).
- 5.2.6 Participation in the execution of changes during performance of the Work provided such changes are not a result, directly or indirectly, of errors, omissions and/or ambiguities in the services rendered by the Architect/Engineer, including Sub-consultants engaged by the Architect/Engineer. Such participation shall include but shall not be limited to: revisions to plans, specifications and other Contract Documents as necessary; preparation of Change Orders, Work Orders, Bulletins, and other appropriate documentation; assistance to the Project Manager and the Owner in negotiations with the Contractor(s) with respect to all changes in the Work; recommendation to the Owner of alternate designs (including cost impact) where change is contemplated; and any additional Work Related Services resulting from such changes.
- 5.2.7 Meetings with federal and/or state grant providing agencies required to assist MDAD in obtaining grant funding for the Project.
- 5.2.8 Extended assistance requested in writing by the Owner beyond that provided under Basic Services for start-up, testing, adjusting, balancing and acceptance by the Owner of any equipment or system; extended training of Owner personnel in operation and maintenance of equipment and systems; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractors, or manufacturer, in accordance with the Contract Documents.
- 5.2.9 Consultation concerning replacement of any work damaged by fire or other disaster during construction, and professional services in connection with replacement of such work.
- 5.2.10 Preparing to serve or serving as an expert witness at the request and on behalf of the Owner, in connection with the Project or any Project Element or component thereof, except in situations where such service is a result of the Architect/Engineer's errors, omissions or ambiguities.
- 5.2.11 Professional services required after acceptance of the Work by the Owner except as otherwise required under Basic Services.

- 5.2.12 Professional services made necessary by the default of the Contractor or by major defects in work performed under the construction Contract that have not resulted from a fault of the Architect/Engineer.
- 5.2.13 Environmental services beyond that which is required to verify Owner supplied information or that is beyond the scope of the Basic Services herein.
- 5.2.14 Environmental Remediation engineering services. These services will be negotiated, authorized and paid as Additional Services; however, the incorporation of standard details and/or technical specifications provided by MDAD into the Contract Documents does not constitute Additional Services.
- 5.2.15 Services required to participate in or otherwise assist the Owner during bid protests or negotiations with the bidder(s) after bid opening but before the award of the Contract with the Contractor.
- 5.2.16 Preparation of reports, which are not a requirement of Basic Services, and participation in meetings during construction, should the Owner elect not to take the option for Work Related Services or Work Site Services; provided, however, that such meetings and reports are not a result, directly or indirectly, of errors, omissions, and/or ambiguities in the services rendered by the Architect/Engineer, including Sub-consultants engaged by the Architect/Engineer.

5.3 WORK SITE SERVICES

At the sole option of the Owner and after receipt of a Service Order specifically authorizing such Services, the A/E shall provide Work Site Services as set forth herein. In discharging such Services, the Architect/Engineer shall provide an on-site resident Field Representative(s) approved by MDAD who shall act as the agent of the Architect/Engineer. The Work Site Services shall be defined by Service Order, performed in accordance with Construction Inspection Services Manual, and agreed to by the Architect/Engineer and MDAD.

The Architect/Engineer shall fulfill all other requirements and duties, not a part of the Basic Services, imposed on the Architect/Engineer by the Contractor Documents or through Service Order by direction of MDAD.

Should the Architect/Engineer fail to perform these Work Site Services in a timely manner and cause a delay in the progress of the Work, the Architect/Engineer shall be responsible for any resulting damages to the Owner.

ARTICLE 6

REIMBURSABLE EXPENSES

Any Reimbursable Expenses shall be approved by the Owner in advance and authorized by a Service Order.

- 6.1 Sub-consultants, when recommended by the Consultant, and approved by the Owner in writing, and when in the opinion of the Consultant, said Sub-consultant services are necessary of the accomplishment of the Services.
- 6.2 In the event the Consultant is assigned a project within the Customs area and the Consultant is required to obtain an Airport Customs Security Bond, the Department shall reimburse the Consultant the cost of the premium for such bond, as substantiated by the invoice.
- 6.3 All printing and reproduction costs as specified herein and those costs in excess of that required under Basic Services. Such costs will be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.

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ARTICLE 7

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- 7.1 **EQUAL EMPLOYMENT OPPORTUNITY:** The Architect/Engineer shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Architect/Engineer shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

The Architect/Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to the provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Architect/ Engineer shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965, as amended by Executive order 11375, revised Order No. 4 of December 1, 1971, as amended, and the Americans with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes 112.041, 112.042, 112.043 and Miami-Dade County Code Section 11A1 through 13A1, Articles 3 and 4.

The Architect/Engineer shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

- 7.2 **NONDISCRIMINATORY ACCESS TO PREMISES:** The Architect/Engineer, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant that: (1) no person on the grounds of race, color, sex, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises; (2) that the Architect/Engineer shall use the premises in compliance with all other requirements imposed by or pursuant to the enforceable regulations of the Department of Transportation, as amended from time to time.
- 7.3 **BREACH OF NONDISCRIMINATION COVENANTS:** In the event it has been determined that the Architect/Engineer has breached any enforceable nondiscrimination covenants contained in Section 7.1 Employment Discrimination and Section 7.2 Nondiscriminatory Access to premises above, pursuant to the complaint procedures contained in the applicable Federal regulations, and the Architect/Engineer fails to comply with the sanctions and/or remedies which have been prescribed, the County shall

have the right to terminate this Agreement pursuant to the Termination of Agreement section hereof.

- 7.4 **NONDISCRIMINATION:** During the performance of this Agreement, the Architect/Engineer agrees as follows: The Architect/Engineer shall, in all solicitations or advertisements for employees placed by or on behalf of the Architect/Engineer, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability. The Architect/Engineer shall furnish all information and reports required by Executive order 11246 of September 24, 1965, as amended by Executive order 11375 and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto, and will permit access to Architect/Engineer books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Architect/Engineer's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Architect/Engineer may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Architect/Engineer will include Section 7.1 Employment Discrimination and Section 7.2 Nondiscriminatory Access to Premises of this Article in Architect/Engineer sub-contracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be binding upon each sub-consultant.

The Architect/Engineer shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Architect/Engineer becomes involved in, or is threatened with, litigation with a sub-consultant as the result of such direction by the County or by the United States, the Architect/Engineer may request the United States to enter into such litigation to protect the interests of the United States.

- 7.5 **DISABILITY NONDISCRIMINATION AFFIDAVIT:** By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Architect/Engineer attests that this is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Architect/Engineer or any owner, subsidiary or other firm affiliated with or related to the Architect/Engineer is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this

Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the Architect/Engineer submits a false affidavit pursuant to this Resolution or the Architect/Engineer violated the Act or the Resolution during the term of this Contract, even if the Architect/Engineer was not in violation at the time it submitted its affidavit.

- 7.6 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Code Section 2-8.1.5): In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with County Code Section 2-8.1.5. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the County Code Section. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

- 7.7 CONTRACT MEASURES: The Architect/Engineer is required under this agreement to achieve the Contract Measures applied to this Project as shown in Article 9 "Special Provisions" of this Agreement and the attached Schedule of Participation, and Letters of Intent as presented in the Consultant's Proposal for the Project.

To fulfill the requirements of this Article, the Architect/Engineer must comply with the Metropolitan Miami-Dade County, Florida Community Business Enterprise Program (PSA) - Participation Provisions prepared by Miami-Dade County's Department of Business Development (DBD) or the Florida Disadvantaged Business Enterprise Participation Provisions, as applicable, and the level of participation as shown in the Architect/Engineer's proposal for this project.

The Director may declare the Architect/Engineer in default of this agreement for failure of the Architect/Engineer to comply with the requirements of this paragraph.

ARTICLE 8

COMPENSATION FOR SERVICES

The County agrees to pay to the Architect/Engineer and the Architect/Engineer agrees to accept for all Services rendered pursuant to this Agreement, the amounts determined in accordance with this Article. No payment will be made to the Architect/Engineer for work performed without a Service Order.

- 8.1 COMPENSATION FOR BASIC SERVICES: Unless otherwise authorized by Amendment to this Agreement, payments to the Architect/Engineer for Basic Services performed shall not exceed Seven Hundred Thousand and No Cents (\$700,000.00) and shall be disbursed as reflected herein.
- 8.2 PAYMENT FOR BASIC SERVICES UNDER THIS METHOD: Compensation for Basic Services for each project component under this Agreement shall be paid on the basis of a Fixed Lump Sum or Multiple Direct Salaries method computed as specified by the Service Order in accordance with the fees in article 8.3.
 - 8.2.1 The Architect/Engineer shall not be entitled to compensation for Phases 2 through 4 (Design Development through Bidding) for alternates required because of the failure of the Architect/Engineer to design the Project so that it may be constructed within the total established construction budget.
 - 8.2.2 No further progress payment will be made should the Probable Construction Cost of any phase exceed the budget until an alternate design is provided in accordance with Article 4.
 - 8.2.3 Payments of the Work Related Services Fee, Phase 5, shall be made in monthly installments. The amount of each monthly installment payment shall determined by increasing the Construction Contract Time for completion of all work for this project, as stated in the Project Manual in calendar days, by 120% then dividing the calculated number of days by 30 days/month and rounding up to the next integer. This integer will be the number of months over which the Work Related Services Fee will be paid.
 - 8.2.3.1 In the event that Prolonged Period of Work Related Services, Phase 5, of Basic Services becomes necessary, payment for the Prolonged Period of Work Related Services shall be the same amount as the monthly installment payments for Work Related Services. Payments for Prolonged Period of Work Related Services shall begin once the original contract time has been exceeded by 20% if such extended time is due to no fault of the Architect/Engineer.

- 8.3 PAYMENT FOR ADDITIONAL, WORK SITE SERVICES, OR DEDICATED SERVICES ALLOWANCE ACCOUNT: The fee for Additional, Work Site Services and Dedicated Services authorized in accordance with the article "Additional, Work Site Services, and Dedicated Services Allowance Account" of this Agreement will be computed by one of the following methods as mutually agreed to by the Owner and the Consultant:

Fixed Lump Sum

Multiple of Direct Salaries

- 8.3.1 Fixed Lump Sum: Under this compensation basis, the Consultant agrees to perform specifically described services for an agreed fixed dollar amount of compensation.
- 8.3.2 Multiple Of Direct Salaries: Under this compensation basis, the Consultant is compensated for the time of personnel engaged directly in performing Services under this Agreement. The compensation to be paid shall consist of the Direct Salaries of such personnel, as reported to the Director of the United States Internal Revenue Services, times a multiple of such Direct Salaries. All payments on the Multiple of Direct Salaries basis shall be in accordance with the payment for Additional, Work Site, or Dedicated Services Allowance Account section of this Article. A not-to-exceed cap for the total fee for assignments given under this compensation basis shall be established prior to the issuance of the initial Services Order.
- 8.3.3 The Fee to the Consultant for Additional, Work Site Services, or Dedicated Services Allowance Account based on a Multiple of Direct Salaries shall be determined as follows:
- 8.3.3.1 Compensation for Two Principal(s) shall be at the flat rate without application of any multiplier of \$135 per hour.
- Principal(s) to be paid this rate is/are those listed by name in Appendix 1- "Principals of the Architect/Engineer", attached to this Agreement.
- Upon mutual agreement between the Owner and the Consultant, the Principals identified in Appendix 1- "Principals of the Architect/Engineer", may be substituted, provided the total number of Principals does not exceed the number of Principals originally listed.
- 8.3.3.2 In the event the Department authorizes the Consultant to perform Work Site Services, compensation shall be at a multiple of 2.0 times the Direct Salaries. The maximum rate of compensation for personnel including the multiple of direct salary shall not exceed \$85.00 per hour.

- 8.3.3.3 Compensation for all other personnel shall be a multiple of 2.85 times Direct Salaries. The maximum rate of compensation for personnel including the multiple of direct salary shall not exceed \$125 per hour.
- 8.3.3.4 During the term of this Agreement, the Owner may, by authorized Service Order only, adjust the maximum rates of compensation for personnel as listed above, (excluding adjustments to the multiple) to reflect the change in the Consumer Price Index (CPI) on a year-by-year basis for the three (3) year original term of this Agreement and up to three (3) one year periods if Services go beyond the initial three (3) year term. Such adjustment will be based on the cumulative change of the Consumer Price Index for the Miami urban area since the beginning of the term of this Agreement; provided, however, the cumulative increase shall not exceed an aggregate total of ten percent (10%).
- 8.3.3.5 Compensation for authorized overtime services shall be a multiple of 1.1 times the premium pay portion of the overtime services.
- 8.3.3.6 Consultant shall not invoice Owner for charges for office, rent or overhead expenses of any kind, including but not limited to, insurance, telephone (except long distance calls authorized by the Owner), and utility charges, office/drafting supplies, depreciation of equipment, professional dues, subscriptions, reproduction of drawings and/or specifications for internal use, mailing, stenographic, clerical, nor shall it invoice for other employee time or travel and subsistence not directly related to the Project. The multiple factor set forth above shall cover all such costs pertinent to the Project.
- 8.3.3.7 When Additional Services, Work Site Services, and Dedicated Services are authorized as a Multiple of Direct Salaries, the Consultant shall submit the names, classification, salary rate per hour, applicable multiple, hours worked, and total charge for all personnel directly engaged on the project.
- 8.4 PAYMENT FOR REIMBURSABLE EXPENSES: Reimbursable Expenses as described in the article "Reimbursable Expenses" of this Agreement will be reimbursed by the Owner as verified by appropriate bills, invoices or statements.
- 8.5 INVOICES AND METHODS OF PAYMENT: The Architect/Engineer shall submit monthly to the Project Manager, two (2) copies of a duly certified invoice for payments due on account of the portion(s) of the Services performed and eligible for payment based upon the earned value measurement procedure contained in the DSCMP. A copy of the applicable Service Order shall accompany the original copy of the invoice. The format, content and submittal date of the invoice shall be as specified by the Project Manager. The Architect/ Engineer will meet monthly with the Project Manager to verify that the Consultant's reported progress and earned value is in accordance with the accepted

DSCMP. Monthly progress payments will be based on the monthly DSCMP meeting with the Project Manager.

Provided there are no problems with an invoice, as determined by the Project Manager, payment by the Owner shall be in accordance with the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes. Invoices with problems will be immediately returned to the Consultant.

- 8.6 PAYMENT TO SUB-CONSULTANTS: All payments to Sub-consultant(s) employed hereunder shall be the sole responsibility of the Architect/Engineer unless otherwise provided for herein or within a Service Order. The Architect/Engineer shall, upon receipt of progress and/or final billing(s) from such Sub-consultant(s) for Services satisfactorily performed incorporate such billing(s) in the manner and to the extent appropriate to the applicable payment basis (es), in the next following invoice submitted by the Architect/Engineer to the Owner. The Architect/Engineer shall not submit invoices that include charges for Services by Sub-consultant(s) unless such Services have been performed satisfactorily and the charges are, in the opinion of the Architect/Engineer, payable to such Sub-consultant(s). The Architect/Engineer shall make all payments to such Sub-consultant(s) promptly following receipt by Architect/Engineer of corresponding payment from the Owner. Prior to any payments to Sub-consultant(s), the Architect/Engineer shall, if requested by the Project Manager, furnish to the Owner a copy of the agreement(s) providing for such payments.
- 8.7 CONSEQUENCE FOR NON-PERFORMANCE: Should the Consultant fail to perform its services within the time frames outlined and such failure causes a delay in the progress of the Work, the Consultant shall be liable for any damages to the Owner resulting from such delay.
- 8.8 PAYMENT FOR ABANDONED, TERMINATED OR SUSPENDED SERVICES: In the event of termination or suspension of the services or abandonment of a Project Element(s) (including the failure of the Owner to advertise the Contract Documents for bids, or the Owner's failure to award a Contract for the Work on the basis of any such bids received, within the time limits set forth in this agreement) the Architect/Engineer shall be compensated as follows:
- 8.8.1 Payment for Services completed and approved prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element, termination or suspension, for which payment has not yet been made to the Architect/Engineer by the Owner, shall be made in the same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred.
- 8.8.2 For Services partially completed and satisfactorily performed prior to receipt by the Architect/Engineer of notice of abandonment of a Project Element, termination or suspension, the Architect/Engineer shall be compensated on the

basis of payment in same manner as would have been required had such abandonment of a Project Element, termination or suspension not occurred, adjusted to the level of completion portion of the service. A claim by the Architect/Engineer for compensation shall be supported by such data as the Owner may reasonably require. In no case shall fees for partially completed Services exceed the fees that would have been paid for such Services had they not been abandoned, terminated or suspended.

- 8.8.3 Upon payment to the Architect/Engineer for Service associated with abandoned, terminated or suspended Project Elements in accordance with this Article, the Architect/Engineer shall have no further claim for Services related to the abandoned, terminated or suspended Project Elements.
- 8.8.4 No payment shall be made by the Owner to the Architect/Engineer for loss of anticipated profit(s) from any abandoned, terminated or suspended Project Elements.
- 8.9 MAXIMUM PAYABLE FEE FOR ADDITIONAL SERVICES AND WORK SITE SERVICES: The aggregate sum of all payments to the Architect/Engineer for Additional Services and/or Work Site Services payable on this Project shall not exceed Eighty Thousand Dollars and No Cents (\$80,000.00). Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.
- 8.10 MAXIMUM PAYABLE FEE FOR REIMBURSABLE EXPENSES: The aggregate sum of all payments to the Architect/Engineer for Reimbursable Expenses payable on this Project shall not exceed Ninety Thousand Dollars and No Cents (\$90,000.00). Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.
- 8.11 DEDICATED ALLOWANCE ACCOUNTS:
- 8.11.1 MAXIMUM PAYABLE FEE FOR THE DEDICATED SERVICES ALLOWANCE ACCOUNT: The aggregate sum of all payments to the Architect/Engineer for dedicated services payable on this Project shall not exceed One Hundred and Fifteen Thousand Dollars and No Cents (\$115,000.00). Any portion of this sum for which payment is not authorized in writing by the Project Manager shall remain the property of Owner.
- 8.11.2 Two Dedicated Allowance Accounts are hereby established to pay for mandatory random audits by the County's Inspector General pursuant to County Code Section 2-1076 and the Independent Private Sector Inspector General (IPSIG) services pursuant to County Administrative Order No. 3-20. The amount for the Inspector General Dedicated Allowance Account is hereby set at Two Thousand, Four Hundred, Sixty-two Dollars and Fifty Cents (\$2,462.50). The amount for the

Independent Private Sector Inspector General Dedicated Allowance Account is hereby set at Nine Thousand, Eight Hundred, Fifty Dollars and No Cents (\$9,850.00). The Architect/Engineer shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from these audit accounts remain the property of the County.

- 8.12 TOTAL AUTHORIZED AMOUNT FOR THIS AGREEMENT: The Total Authorized Amount for this Agreement is Nine Hundred and Ninety-Seven Thousand, Three Hundred and Twelve Dollars and Fifty Cents (\$997,312.50). The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the County.

ARTICLE 9

SPECIAL PROVISIONS

- 9.1 Article 1.6 is hereby deleted in its entirety and replaced with the following:

ARCHITECT/ENGINEER (A/E) or Consultant: The named entity on page 1 of this Agreement.

- 9.2 Change Article 1.8 to read as follows: BASIC SERVICES: Those services which the Architect/Engineer shall perform in accordance with the terms of the Agreement as directed and authorized by a Service Order(s). In addition, any Services not specifically addressed as Additional Services, Work Site Services, or Dedicated Services Allowance Account are considered Basic Services

- 9.3 Article 1.33, change the defined term from "PERIOD OF CONTRACT ADMINISTRATION" to "PERIOD OF WORK RELATED SERVICES"

- 9.4 Article 1.43, change the defined term from "PROLONGED PERIOD OF CONTRACT ADMINISTRATION" to "PROLONGED PERIOD OF WORK RELATED SERVICES"

- 9.5 Change Article 1.51 to read as follows: SOFT COSTS: Costs related to a Project other than Construction Cost including Architect/Engineer Basic Services, Additional Services, Work Site Services, Dedicated Services Allowance Account, survey, testing, general consultant, finance, permitting fees, etc.

- 9.6 Pursuant to Article 2.1, the following information will be provided to the Architect/Engineer by the Owner:

The information to be furnished by the Owner will be delineated in each Service Order.

- 9.7 Delete subarticle 3.1, entitled "INDEMNIFICATION AND HOLD HARMLESS", in its entirety and substitute the following:

3.1 INDEMNIFICATION AND HOLD HARMLESS

- 3.1.1 Pursuant to Florida Statutes 725.08 and notwithstanding the provisions of Florida Statutes 725.06, the Architect/Engineer shall indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect/Engineer and other persons employed or utilized by the Architect/Engineer in the performance of this Agreement.

3.1.2 To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

3.1.3 This Section shall survive expiration or termination of this Agreement.

9.8 Delete subarticle 3.6 in its entirety and substitute the following:

3.6 TERM OF AGREEMENT: This term of this Agreement shall be for three (3) years and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Services Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later.

9.9 Delete subarticle 3.7.3, entitled "Architect/Engineer's Termination for Cause", in its entirety and substitute the following:

3.7.3 Architect/Engineer's Termination for Cause or Convenience:

3.7.3.1 Architect/Engineer's Termination for Cause: The Architect/Engineer may terminate this Agreement upon thirty (30) days written notice for cause in the event that the Owner violates any provisions of this Agreement. Such written notice to the Owner shall spell out the cause and provide reasonable time in the notification to remedy the cause. In the event the Architect/Engineer exercises its right to terminate this Agreement for cause, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article. "Compensation for Services".

3.7.3.2 Architect/Engineer's Termination for Convenience: The Architect/Engineer, in addition to the rights and options to terminate for cause, retains the right to terminate this Agreement or any Service Order upon one-hundred, eighty (180) days written notice at its sole option at any time for convenience, without cause. In the event the Architect/Engineer exercises its right to terminate this Agreement for convenience, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation for Services".

9.10 Delete Article 3.11.1 in its entirety and substitute the following:

Inspector General: Pursuant to Miami-Dade County Code Section 2-1076, Miami-Dade County has established the Office of Inspector General, which is required to perform mandatory random audits on all County contracts throughout the duration of each contract. The cost of the audit for this Contract shall be ¼ of 1% of the total contract amount which cost the Consultant agrees is included in the total contract amount. The

audit cost will be deducted by the County from progress payments to the Consultant. The audit cost shall also be included in all change orders to this Contract and all contract renewal and extensions. Accordingly, the audit cost will be deducted from progress payments to the Consultant pursuant to all change orders, contract renewals, and extensions.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing Projects and programs. Monitoring of an existing Project or program may include a report concerning whether the Project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract.

Upon 10 days prior written notice to Consultant from the Inspector General the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Consultants possession, custody or control which, in the Inspector General's Sole judgment, pertain to performance of the contract, including, but no limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and with successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instruction, financial documents construction documents, proposal and contract documents, back charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in the section shall apply to the Consultant, its officers, agents, employees, subcontractors, and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Consultant or third parties..

- 9.11 Change Article 4.1 to read as follows: START OF WORK: No Services under this Agreement shall be performed by the Architect/Engineer prior to the receipt of an appropriate Service Order. Each Service Order shall specify whether the Services detailed therein are part of Basic Services, Additional Services, Work Site Services, or Dedicated Services Allowance Account.
- 9.12 Pursuant to Article 4.2.1, the Architect/Engineer shall furnish or cause to be furnished architectural services; engineering services, including all civil, structural, electrical,

mechanical, plumbing, HVAC, and fire protection; interior design; signage and graphics; maintenance of traffic; safety plans; environmental, including removal and disposal of contaminated soils/water, asbestos abatement, erosion controls, Storm Water Pollution Prevention Plan (SWPPP) provisions, and preliminary application for the dewatering permits; lighting; communications; landscape design; interior decorating; industrial design; people movers; baggage conveyors; as well as related other apron facilities.

9.13 In Article 4.2, entitled "BASIC SERVICES SCHEDULE AND SUMMARY"

Delete: Upon receipt by the Architect/Engineer of a Service Order to proceed with Phase I services, the Architect/Engineer shall prepare and submit to MDAD, for its review and approval, a DSCMP for the first three phases of the project. The DSCMP shall be provided in Excel, Microsoft Project, or Primavera formats and shall include, among other things, proposed durations, from authorization to proceed, for each phase that are consistent with the following durations:

| | | |
|----------|---|------------|
| Phase 1A | Program Verification, | _____ days |
| Phase 1B | Preparation of Schematic Design Documents | _____ days |
| Phase 2 | Design Development | _____ days |
| Phase 3A | 30% Complete Contract Documents | _____ days |
| Phase 3B | 75% Complete Contract Documents | _____ days |
| Phase 3C | 100% Complete Contract Documents | _____ days |
| Phase 3D | Bid Documents | _____ days |

Substitute Upon receipt by the Architect/Engineer of a Service Order to proceed with Phase I services, the Architect/Engineer shall prepare and submit to MDAD, for its review and approval, a DSCMP for the phases of the project. The DSCMP shall be provided in Excel, Microsoft Project, or Primavera formats and shall include, among other things, proposed durations, from authorization to proceed, for each of the Phases. This Service Order will specify the required Phases and durations for the scheduled phasing for the scope as may be required for the project and to facilitate and/or expedite the project.

9.14 In Article 4.2.1 c, insert the words "or where appropriate" after the words "end of Phase 2".

9.15 In Article 4.2.3, delete the words "services performed during Phases 1A through 3D"

9.16 In Article 4.2.5, delete the words "Phases 1A through 3D of the" and substitute the word "all".

9.17 In Article 4.2.6, delete the words "For Phases 1A through 3D of the Basic Services" and substitute the words "As required by Service Order".

- 9.18 In Article 4.2.9, delete the words "At the end of Phases 1B, 2 and 3C" and substitute the words "If required,".
- 9.19 In Article 4.2.14, fifth line, delete the words "Phases 3A, 3B and 3C" and substitute the words "Design Development".
- 9.20 In Article 4.2.14, sixth line, delete the words "Phases 2, 3A and 3B" and substitute the words "earlier phases".
- 9.21 In Article 4.3, entitled "PHASES 1A AND 1B - PROGRAM VERIFICATION AND PREPARATION OF SCHEMATIC DESIGN DOCUMENTS" add the words "(This phase may be waived or consolidated with other phases for some design packages)" to the end of this title.
- 9.22 In Article 4.4, entitled "PHASE 2 – DESIGN DEVELOPMENT" add the words "(This phase may be waived or consolidated with other phases for some design packages)" to the end of this title.
- 9.23 In Article 4.5, entitled "PHASES 3A, 3B, & 3C - CONTRACT DOCUMENTS" add the words "(This phase may be waived or consolidated with other phases for some design packages)" to the end of this title.
- 9.24 In Article 4.5.2, entitled "Phase 3B, 75% Complete Contract Documents" add the words "(This phase may be waived or consolidated with other phases for some design packages)" to the end of this title.
- 9.25 In Article 4.5.2

The number of bid packages under Basic Services for this Agreement is To Be Determined (TBD) and shall be established by Service Order based upon the phasing and packaging of the life safety work and required repairs for building/life safety code requirement upgrades for this project. These Basic Services include making studies and advising the Owner of the number and type of construction contracts, taking into consideration phasing and coordination of work with the Contractors, cost impact, and the requirements and needs of the Owner and Users (if applicable).

- 9.26 In Article 4.5.3, entitled "Phase 3C, 100% Complete Contract Documents" add the words "(This phase may be waived or consolidated with other phases for some design packages)" to the end of this title.
- 9.27 Article 4.6.2 is hereby deleted in its entirety and replaced with the following:

Upon final approval of the back checked Phase 3C - 100% Contract Documents by the Owner and the receipt of a Service Order, the Architect/Engineer shall prepare the

Advertisements for Bids, the Bid Forms or other forms as required by the bidding procedures for the appropriate contract type, and finalize the Contract Documents to a condition suitable for final printing and distribution to prospective bidders. These 100% complete Contract Documents shall be submitted to the Owner for approval.

- 9.28 Article 4.8.15 is hereby deleted in its entirety
- 9.29 Change title of Article 5 to read: ADDITIONAL, WORK SITE SERVICES, AND DEDICATED SERVICES ALLOWANCE ACCOUNT
- 9.30 Article Numbers 5.2.1 and 5.2.5 are hereby deleted in its entirety
- 9.31 In Article 5.2.16, third line, delete the words "Work Related Services or"
- 9.32 Add Article 5.4 as follows:

5.4 DEDICATED SERVICES ALLOWANCE ACCOUNT: Dedicated Services listed below are beyond the requirements for Basic Services and other Additional Services under this Agreement and shall be performed as required upon receipt of a Service Order.

5.4.1 Special analyses of the needs of the Owner related to financial feasibility for tenant occupancies, or other special studies not otherwise necessary for the satisfactory performance of the Basic Services.

5.4.2 To perform unforeseen Services due to life safety improvements mandated by authorities have jurisdiction over the Project.

- 9.33 Article 6.3 is hereby deleted in its entirety and replaced with the following:

All printing and reproduction costs shall be reimbursed at the same rate paid by the Owner to its vendors. Printing costs for internal coordination, reviews and other in-house uses will not be reimbursed.

- 9.34 The following is hereby added as Article 6.4:

Living and traveling expenses of employees and principals, when away from Miami-Dade County on business in conjunction with authorized Additional Services, as limited by Miami-Dade County Administrative Order No. 6-1, "Travel on County Business" and County Resolution No. R-1345-03. For purpose of this Agreement, all personnel are assumed to be residents of Miami-Dade County and all travel would originate in Miami-Dade County. Records must include employee name, dates, points of travel, mileage rate, lodging, and meals.

- 9.35 The following is hereby added as Article 6.5:

Testing Services and Equipment

9.36 Article 7.7 is hereby deleted in its entirety and replaced with the following:

CONTRACT MEASURES: The Architect/Engineer is required under this agreement to achieve the Contract Measures applied to this Project as shown in Article 9 "Special Provisions" of this Agreement and the attached Schedule of Participation, and Letters of Intent as presented in the Architect/Engineer's Proposal for the Project.

To fulfill the requirements of this Article, the Architect/Engineer must comply with the attached Community Business Enterprise (CBE-A/E) Participation Provisions, as applicable, and the level of participation as shown in the Architect/Engineer's proposal for this project.

The Director may declare the Architect/Engineer in default of this agreement for failure of the Architect/Engineer to comply with the requirements of this paragraph.

9.37 Pursuant to Article 7.7, the contract measures for this Agreement are:

Community Business Enterprise (CBE-A/E): 100% CBE SET-ASIDE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

ARCHITECT/ENGINEER (CORPORATION)

GURRI MATUTE, PA

Legal Name of Corporation

ATTEST:

Secretary: 

Signature and Seal

Daphne I. Gurri

Type Name

By: 

Architect/Engineer - Signature

DAPHNE J. GURRI
President

Type Name & Title

ARCHITECT/ENGINEER (INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE)

Legal Name

Witness: _____ By: _____
Signature

Witness: _____
Type Name

SSN: _____

MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSERS

ATTEST:

_____, CLERK

BY: _____
Deputy Clerk

By: _____
Assistant County Manager

(Miami-Dade County Seal)

APPENDIX 1

PRINCIPALS OF THE ARCHITECT/ENGINEER

Daphne I. Gurri, AIA

Jose G. Matute, AIA

APPENDIX 2

CRITICAL PERSONNEL (Per Article 3.22)

Armando Trujillo, RA

APPENDIX 3

COMMUNITY BUSINESS ENTERPRISE (CBE-A/E)
PARTICIPATION PROVISIONS
SCHEDULE OF PARTICIPATION AND LETTERS OF INTENT

**MIAMI-DADE COUNTY
FLORIDA**

DEPARTMENT OF BUSINESS DEVELOPMENT

**COMMUNITY BUSINESS ENTERPRISE PROGRAM FOR
ARCHITECTURAL, ENGINEERING, SURVEYING AND MAPPING
PROFESSIONAL SERVICES
(CBE-A/E)**

(ORDINANCE 01-103 AND A.O. 3-32)

PARTICIPATION PROVISIONS

**There are two (2) Contract Measures:
Set-Aside and Subconsultant Goal**

THE CBE-A/E MEASURE(S) APPLICABLE TO THIS PROJECT:

| | |
|--------------------|-------------------------------------|
| Set-Aside | <input checked="" type="checkbox"/> |
| Subcontractor Goal | <input type="checkbox"/> |

**DEPARTMENT OF BUSINESS DEVELOPMENT
175 N.W. 1 AVENUE, 28th FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 349-5960 FAX: (305) 349-5915**

SEPTEMBER 2003

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Ordinance 01-103 and Administrative Order 3-32 can be obtained from the Clerk of the Board located at the Stephen P. Clark Building, 111 N.W. 1 Street, Suite 17-202, Miami, Florida.

A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereinafter referred to as "Provisions".

1. Agreement means an agreement proposed by the County, Fire, or Public Health Trust staff, or approved by the County Commission, Fire or Public Health Trust for architectural, landscape architectural, engineering, or surveying and mapping professional services.
2. Available or Availability means to have, prior to proposal submission, the ability to provide professional services under an agreement or subconsultant agreement by having reasonably estimated, uncommitted capacity and expertise; all licenses, permits, registrations, insurances and certifications; that are reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and the ability to otherwise meet all the proposal specifications.
3. Bonding Assistance may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.
4. Business Day means a regular weekday (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.
5. Calendar Day means a twenty-four (24) hour period covering all days of the week (Monday through Sunday, including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.
6. CBE-A/E Program is the Community Business Enterprise Program for architectural, engineering, landscape architectural, surveying and mapping professionals.
7. Commercially Useful Function means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include: the evaluation of the amount of work subconsulted; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.
8. Community Business Enterprise (CBE-A/E) means a firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services,

including a design-build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million (\$2,000,000) dollars. A CBE-A/E will graduate out of the Program once it has exceeded these size limits based on its three-year average annual gross revenues. As part of the certification process, CBE-A/Es must go through a technical certification process, which will be used to determine which of the technical certification categories the CBE-A/E will be placed in. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the cumulative adjusted gross revenues of the applicant firm in combination with that of all of the firm's affiliates. No firm shall be certified as a CBE-A/E where the aggregate net worth of all of its owners is more than seven hundred fifty thousand (\$750,000) dollars. Representations as to gross revenues and net worth of owners shall be subject to audit.

9. Completed Fiscal Year means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.
10. Construction means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.
11. DBD means Miami-Dade County Department of Business Development.
12. Debar means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.
13. Design-Build Contract means a single contract with a design-build firm for the design and construction of a public construction project.
14. Design-Build Firm means a partnership, corporation, or other legal entity with the following characteristics:
 - a. A partnership or joint venture, having at least one partner in compliance with either of the following two requirements:
 - i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
 - b. An individual or corporation in compliance with the following two requirements:

- i. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and
 - ii. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219 to practice architecture; or certified under Section 481.319 to practice landscape architecture.
- 15. DPM means Miami-Dade County Department of Procurement Management.
- 16. Firm means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, landscape architecture, design-build, and/or land surveying and mapping services.
- 17. Graduation means the CBE-A/E has exceeded the specific size limits stated for the Program and thus will no longer be eligible for participation in the Program.
- 18. Gross Revenues is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a firm and its domestic and foreign affiliates, amounts collected for another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.
- 19. Joint Venture means an association of two or more CBE-A/Es. Joint ventures shall be subject to the size limitations set forth in Ordinance 01-103.
- 20. Multiple Projects Contract is a contract for a "project" which constitutes a grouping of minor or substantially similar study of activities or substantially similar construction, rehabilitation or renovation activities as defined in Sec. 2-10.4(1)(e)(I) and (2) of the Code of Miami-Dade County.
- 21. Net Worth for the purposes of the size limits is defined as total assets minus total liabilities, of owners.
- 22. Owned means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate with the degree of ownership interest.
- 23. Pre-Qualification Certification is the certification process required of all firms providing architectural, engineering, landscape architectural, land surveying and mapping professional services. It consolidates technical certification, affirmative action plan certification, and vendor registration and affidavit execution, into one application process.

24. Professional Services are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
25. Project Specific Awards are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the agency for work of a specified nature for a fixed capital study or planning activity.
26. Prompt Payment is the intent of the County that all firms providing professional services to the County shall receive payments promptly in order to maintain sufficient cash flow.
 - a. Contracts with CBE-A/E set-asides or subconsultant goals shall require that billings from consultants under prime professional services agreements with Miami-Dade County, Fire or the Public Health Trust shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire, or the Trust.
 - b. The Department of Business Development may investigate reported instances of late payments to CBE-A/Es.
 - c. The County Manager shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.
27. Proposal means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letter of interest, letter of participation or offer to perform the agreement.
28. Proposer means any firm that submits a proposal to provide professional services.
29. Qualifier means the individual who qualified the firm license holder as required by Florida Statute.
30. Review Committee or RC means the committee established by the County Manager to review proposed projects for the application of contract measures.
31. Review Committee Process involves the County Manager or his or her designee's establishment of an administrative procedure for the review of each proposed County agreement to which Ordinance 01-103, Administrative Order 3-32 and these Provisions apply, including the establishment of a committee to recommend whether

CBE-A/E measures should be applied.

32. Set-aside means reservation for competition solely among CBE-A/E's of given prime County agreements for architectural, landscape architectural, engineering, or surveying and mapping professional services.
33. Subconsultant Goal means a proportion of a prime agreement value stated as a percentage to be subconsulted to CBE-A/E's to perform a commercially useful function.
34. Suspension means temporary debarment for a period not to exceed two (2) years.
35. Technical Certification means a certification approved by the Miami-Dade County Technical Certification Committee that allows a firm to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services. Firms may be certified in several different technical categories for a maximum of three (3) years.

B. GENERAL INFORMATION

Except where federal or state laws or regulations mandate to the contrary, these Provisions shall require the review of all project specific contracts, design-build contracts and multiple contracts for architecture, landscape architecture, engineering, and surveying and mapping professional services funded in whole or in part with County funds to determine the appropriateness of applying measures as set forth in Ordinance 01-103 and Administrative Order 3-32.

These Provisions shall apply to all departments and agencies of the County, Fire and the Public Health Trust. These Provisions shall apply to every agreement to which a CBE-A/E set-aside or subconsultant goal is applied. The phrase "CBE-A/E contract measure(s)" means to apply the contract measure to this agreement as indicated on the cover sheet. Only the contract measure in the CBE-A/E program indicated on the cover sheet apply.

NOTE: THESE PROVISIONS ARE IN ADDITION TO FEDERAL REQUIREMENTS GOVERNING DISADVANTAGED BUSINESS ENTERPRISES.

1. The proposer shall fully comply with these Provisions which implement Miami-Dade County's Ordinance 01-103 and Administrative Order 3-32, respectively.
2. Miami-Dade County shall not award an agreement to any proposer which it determines fails to comply with the applicable requirements of these Provisions.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the Compliance Monitor at the Department of Business Development (DBD), 175 N.W. 1 Avenue, 28th Floor, Miami, Florida 33128 or by telephone (305) 349-5960,

facsimile (305) 349-5915.

C. CERTIFICATION

1. DBD is the County agency responsible for certifying applicants, decertifying and recertifying CBE-A/Es, and maintaining the Certification List. DBD shall maintain and publish at least monthly an updated list of CBE-A/Es, identifying each listed CBE-A/E based on each SIC/NAICS category, and each Technical Certification Category.
2. Proposers must utilize the most current certification list in complying with these Provisions. A current certification list may be obtained by contacting the Miami-Dade County Department of Business Development at 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128 or by telephone at (305) 349-5960, facsimile (305) 349-5915. A copy of the certification application and list are also available on DBD's Web Page through Miami-Dade County's Internet Portal at <http://www.co.miami-dade.fl.us/dbd/>.
3. A CBE-A/E must have a Pre-Qualification certification and a valid CBE-A/E certification in effect at the time of proposal submittal. For successful proposers, certification must be maintained from the time of proposal submittal throughout the duration of the agreement. With the exception of provisions described in the CBE-A/E Ordinance for graduation from the CBE-A/E program, loss of CBE-A/E certification may lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es shall allow site visits by DBD staff to determine continuing compliance with certification requirements.

D. JOINT VENTURES

Only joint ventures approved by DBD in accordance with Administrative Order 3-32 are eligible to participate as joint ventures in the CBE-A/E program. Joint ventures must be lawfully established. All members of the joint venture must be certified as CBE-A/Es before the joint venture can be approved. Joint ventures can participate under the CBE-A/E program on contracts with CBE-A/E set-asides or subconsultant goals.

Joint ventures must submit, prior to proposal submission, a Joint Venture Agreement containing the following information:

1. A description of the financial contribution of each member;
2. A list of the personnel and equipment used by each member;
3. A detailed breakdown of the responsibility of each member and the work to be performed by each member;
4. An explanation of how the profits and/or losses will be distributed;

5. The bonding capacity of each member;
6. A description of any management or incentive fees for any of the members;
7. A statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and
8. A copy of any required State certificates or registrations.

E. CONTRACT MEASURES

Project specific and multiple project agreements for the purchase of architectural, landscape architectural, engineering, or surveying and mapping services, shall be reviewed for the application of agreement set-asides or subconsultant goals on such purchases.

1. Set-Aside Agreements

a. Respondent's Responsibilities for Agreement Set-Asides:

- i. In order to submit a proposal on a set-aside agreement, the proposer must be certified as a CBE-A/E prior to proposal submission date. A CBE-A/E awarded a set-aside agreement shall not transfer to a non-CBE-A/E, through subconsulting or otherwise, any part of the actual work of the agreement unless the proposal documents expressly and specifically permit such transfer as consistent with normal industry practice or the CBE-A/E requests and receives prior to agreement award, an approval letter from DBD.
- ii. A CBE-A/E that performs the work of a set-aside agreement with its own forces may count such work towards reducing the CBE-A/E goal applied to the agreement by a maximum of one hundred (100) percent.
- iii. Respondents on agreement set-asides must submit a completed "Set-Aside List of Subconsultants" (Form CBE 104) at the time of proposal submission. Respondents who fail to submit the Set-Aside List of Subconsultants shall be considered non-responsive.
- iv. Respondents must submit "Letters of Intent" (Form CBE 102) to the person or office to whom the proposal was submitted by 4:00 p.m. on the second business day following proposal submission. Defective Letters of Intent that are incomplete or inaccurate shall constitute non-compliance. Examples of defects include, but are not limited to, improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Intent. Respondents who fail to submit the Letter of Intent shall

be considered non-responsive.

- b. The following shall constitute a violation of these Provisions as they relate to an agreement that is set-aside:
- i. Submission of a Set-Aside List of Subconsultants of CBE-A/E subconsultants that the respondent knew or should have known is incomplete or inaccurate;
 - ii. After proposal submission due date, deviations from the Set-Aside List of Subconsultants without the written approval of the Compliance Monitor;
 - iii. The utilization of a non-certified CBE-A/E;
 - iv. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
 - v. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
 - vi. Failure to submit "Architecture & Engineering Utilization Reports";
 - vii. Failure to comply with CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
 - viii. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from DBD; or
 - ix. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a "Set-Aside List of Subconsultants."

2. Subconsultant Goals

The purpose of a subconsultant goal is to have portions of the work under the prime consultant performed by available subconsultants that are certified CBE-A/Es for agreement values totaling not less than the percentage of the prime agreement value set out in the proposal form.

- a. Respondent's Responsibilities for Subconsultant Goals:
- i. Respondents must submit a completed Schedule of Participation (Form CBE 101) at the time of proposal submission identifying all CBE-A/Es to be utilized to meet the subconsultant goal, the professional service designation of work each will perform, and the percentage of such work.

The Schedule of Participation constitutes a written representation by the respondent that, to the best of the respondent's knowledge, the CBE-A/E's listed are qualified and available to perform as specified. The Schedule of Participation is a commitment by the respondent that, if awarded the agreement, it will enter into written subconsultant agreements with the identified CBE-A/Es for the scope of work at the percentage set forth in the Schedule of Participation.

- ii. Respondents who fail to submit the required Schedule of Participation at the time of proposal submission shall be considered non-responsive.
- iii. Respondents who submit a defective Schedule of Participation may be voidable. Examples of defects include, but are not limited to incomplete Schedules, the listing of an unidentifiable CBE-A/E, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.
- iv. A successful respondent that is a CBE-A/E or a CBE-A/E joint venture may perform up to one hundred percent (100%) of a CBE-A/E subconsultant goal with its own forces.
- v. Expenditures to subconsulting CBE-A/Es shall be counted toward meeting specified subconsultant goals as follows:
 - (1) One hundred percent (100%) of the expenditures to a CBE-A/E that performs a commercially useful function in the supply of services required for the fulfillment of the agreement;
 - (2) One hundred percent (100%) of the expenditures to CBE-A/Es that subconsult work further to non-CBE-A/Es, only if the proposal documents expressly and specifically permit such subconsulting as consistent with normal industry practice, or if the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from DBD;
 - (3) One hundred percent (100%) of the expenditures to CBE-A/Es that perform actual work with their own forces;
 - (4) None of the expenditures to a CBE-A/E that acts essentially as a conduit to transfer funds to a non-CBE-A/E unless the proposal documents expressly and specifically permit such transfers as consistent with normal industry practice or the respondent or CBE-A/E requests and receives prior to agreement award an approval letter from DBD; and
 - (5) Only expenditures to CBE-A/Es made under a written subconsultant

agreement executed by both the prime consultant and the CBE-A/E shall be counted towards meeting the subconsultant goal.

- vi. Respondents must submit "Letters of Intent" (Form CBE 102) to the person or office to whom the proposal was submitted by 4:00 p.m. on the second business day following proposal submission. Defective Letters of Intent that are incomplete or inaccurate shall constitute non-compliance. Examples of defects include, but are not limited to, improperly executed letters, the listing of unidentifiable CBE-A/Es and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Intent. Respondents who fail to submit the Letter of Intent shall be considered non-responsive.
- vii. Respondents whose proposals do not meet the specified goal, in order to remain eligible, must submit to the Contracting Officer no later than 4:00 p.m. on the second business day following proposal submission, evidence proving the lack of available CBE-A/Es to afford effective competition to provide the services to meet the goal. To prove lack of availability, respondents must submit the following:
 - (1) Unavailability Certificates (Form CBE 103) either completed and signed by all of the CBE-A/Es certified to perform the scopes of work or completed and signed by the respondent explaining the contacts with all of the CBE-A/Es certified to perform the scopes of work, statements or actions of the CBE-A/Es showing unavailability, and the reason(s) why the CBE-A/Es' signature could not be obtained;
 - (2) A listing of any proposals received from a CBE-A/E, the scope of work, percentage of work and the respondent's reasons for rejecting each proposal;
 - (3) A statement of the respondent's contacts with DBD for assistance in determining available CBE-A/Es;
 - (4) A description of the respondent's process for soliciting and evaluating proposals from CBE-A/Es, including copies of telephone logs detailing time, date and name of contacts with potential subconsultants;
 - (5) Respondents may establish a CBE-A/E as unavailable if its proposal is not reasonably competitive with comparable proposals of non-CBE-A/E s for the same scope of work. To establish a CBE-A/E as unavailable if its proposal is not considered reasonably competitive, the prime consultant must furnish DBD with copies of all proposals received from all firms, both CBE-A/Es and non-CBE-A/Es, for

each specific scope of work for which they are claiming that the proposal is not reasonably competitive. A CBE-A/E's proposal will be considered reasonably competitive if its proposal, for the same scope of work, is within 25% of the proposal of comparably sized non-CBE-A/E firms;

- b. Respondents whose proposals do not meet the specified goal, and who do not prove lack of availability as indicated in 2. (a.) (vi.) above are not in compliance with these Provisions. The following shall constitute non-compliance with these Provisions as it relates to an agreement which has a CBE-A/E subconsultant goal:
 - i. The utilization of a non-certified CBE-A/E;
 - ii. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
 - iii. A prime consultant not meeting CBE-A/E subconsultant goal requirements;
 - iv. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
 - v. Failure to submit Architecture & Engineering Utilization Reports;
 - vi. Deviations from the Schedule of Participation without prior approval from DBD;
 - vii. Termination of the CBE-A/E's agreement without prior approval from DBD;
 - viii. Reduction of the scope of work of a CBE-A/E subconsultant without prior approval from DBD;
 - ix. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from DBD; or
 - x. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Schedule of Participation.
- c. County Responsibilities for Agreements Set-Asides and Subconsultant Goals:
 - i. DBD shall review the Schedules of Participation, Letters of Intent, and Unavailability Certificates to determine compliance with the agreement set-aside, or subconsultant goal stated in the proposal documents. The Compliance Monitor may meet with a respondent before recommending

that the Contracting Officer determine non-compliance. This written recommendation shall be forwarded to the respondent and the Contracting Officer.

- ii. In the event that the Contracting Officer receives a recommendation of non-compliance from the Compliance Monitor, he or she may conduct a meeting or hearing at which the respondent shall be afforded an opportunity to present data supporting its compliance with the goal. The Contracting Officer shall consider the evidence and make a determination as to compliance.

F. DESIGN-BUILD CONTRACTS

The design portion of the design-build contract is subject to the procedures outlined in these Provisions.

G. PROMPT PAYMENT

It is the County's intent that all firms, including CBE-A/Es providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

1. Prime Consultant Responsibilities

- a. A prime consultant shall include in its billing to Miami-Dade County, Fire or the Public Health Trust copies of those portions of the billings from CBE-A/E subconsultants utilized to meet the subconsultant goal applicable to the agreement which the prime consultant approves and whose cost is included in the payment amount requested from Miami-Dade County, Fire or the Public Health Trust.
- b. Prime consultant agreements to which a CBE-A/E subconsultant goal has been applied shall require that billings from CBE-A/Es be promptly reviewed and payment made to such CBE-A/Es on those amounts not in dispute within two (2) business days of receipt of payment therefore. The foregoing notwithstanding, the prime consultant shall pay billings from CBE-A/E subconsultants with whom they are in direct privity that are not in dispute within the timeframe recommended by the CBE-A/E Advisory Board and implemented by Administrative Order 3-32 as approved by the Board of County Commissioners.
- c. The prime consultant on an agreement to which a CBE-A/E subconsultant goal has been applied shall inform DBD, the Contracting Officer, and the CBE-A/E subconsultant, in writing, of those amounts billed by the CBE-A/E which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the CBE-A/E subconsultant to the prime consultant.

- d. Failure of the prime consultant to comply with the applicable requirements of Section (G)(1)(c) above shall result in the prime consultant's forfeiture of the right to use the dispute as justification for not paying the CBE-A/E subconsultant and payment shall be forthcoming from the prime consultant.
2. County Responsibilities
- a. Proposal documents for agreements with CBE-A/E agreement set-asides, or subconsultant goals shall require that billings from subconsultants under prime consultant agreements with Miami-Dade County, Fire or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal shall be promptly reviewed and payment made by the County, Fire or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County, Fire or the Trust.
 - b. DBD may investigate reported instances of late payment to CBE-A/Es.
3. Finance Department Responsibilities

The Finance Department shall review billings from prime consultants under prime consultant agreements with Miami-Dade County, Fire, or the Public Health Trust that are a CBE-A/E agreement set-aside or which contain a subconsultant goal and make payment on those amounts not in dispute within fourteen (14) calendar days of receipt of billing.

H. AGREEMENT COMPLIANCE AND MONITORING

1. Compliance Review
- a. The Compliance Monitor shall review respondent's submission for compliance with these Provisions on every agreement to which a CBE-A/E agreement set-aside, or subconsultant goal has been applied. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the respondent's proposal is determined to be in compliance or non-compliance with the requirements of these Provisions. The Compliance Monitor may consider relevant information from any person in making this decision. The Compliance Monitor may require the respondent to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.
 - b. The Compliance Monitor shall notify the respondent in writing stating the facts and the reasons on which the non-compliance is based. The respondent may request a meeting within five (5) business days from the date of the notification of non-compliance. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule

of Participation and Letter of Intent will be accepted.

- c. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.
- d. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of respondent's non-compliance with these Provisions. The Contracting Officer shall notify the respondent of such non-compliance. The respondent may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Subsection (1)(b) above. The respondent shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Participation and Letter of Intent will be accepted.
- e. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
- f. The Contracting Officer shall provide a written determination of the respondent's compliance with these Provisions, along with a recommendation whether to award the agreement to the respondent, to the County Manager. A copy of such recommendation shall be sent to the respondent. Such recommendation shall not affect the power of the Board of County Commissioners to reject the respondent's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.
- g. Consideration of other proposals. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the agreement, the procedures set forth in this subsection may be carried out with respect to the proposals of one or more additional respondents at the same or different time with each such proceeding to be separately conducted.
- h. Failure of respondent to participate. The respondent will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action taken in the proceedings.
- i. Miami-Dade County shall not award an agreement to any respondent which, in its determination, fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any respondent from any of the terms,

conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the agreement document.

2. Post-Award Compliance and Monitoring

a. Approval of Subconsultant Agreements

The Successful Respondent shall submit to the Contracting Officer, for approval, written subconsultant agreements corresponding in all respects to the Successful Respondent's Schedule of Participation or Set-Aside List of Subconsultants. The Successful Respondent shall enter into a written subconsultant agreement with each listed CBE-A/E subconsultant and shall thereafter neither terminate any such subconsultant agreement, nor reduce the scope of work to be performed by, or decrease the price to be paid to the first tier CBE-A/Es thereunder, without in each instance obtaining prior written approval of the Contracting Officer. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

b. Access to Records

Successful respondents and CBE-A/Es shall permit the County to have access during normal business hours to books and records relating to the respondent's compliance with the agreement set-aside, or subconsultant goal applied to the agreement or relating to CBE-A/E compliance with certification requirements. Such books and records include but are not limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, telephone logs, checking accounts, journals, ledgers, correspondence, pension and benefits documents, and documents and records between the respondent or the CBE-A/E and other entities. This right of access shall be granted for one year after completion of the work or full payment of the agreement obligation, whichever comes last, or for one year after the expiration of CBE-A/E certification.

c. Access to Job Site

Successful respondents and CBE-A/Es shall permit the County to have access to project locations during normal business hours in order to conduct visual inspections and employee interviews.

d. Monthly/Quarterly Reporting

The successful respondent on a project that is a CBE-A/E agreement set-aside or on a project with CBE-A/E subconsultant goals shall submit monthly a Architecture & Engineering Utilization Report to the Compliance Monitor through the Contracting Officer on or before the tenth working day following

the end of the month the report covers. The Compliance Monitor shall give standard reporting forms to the successful respondent. The Architecture & Engineering Utilization Report is to be completed by the successful respondent. Where a subconsultant goal has been imposed, the Architecture & Engineering Utilization Report shall include information on CBE-A/Es utilized to meet such subconsultant goal. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.

- e. Deviations from the Schedule of Participation or Set-Aside List of Subconsultants
 - i. In the event that, during the performance of an agreement, the CBE-A/E is not able to provide the services specified on the Schedule of Participation, the successful respondent must locate a CBE-A/E to substitute for the unavailable CBE-A/E, unless the respondent can prove the lack of an available CBE-A/E to provide the services to be provided by the prior CBE-A/E. The successful respondent must receive approval for substitution from DBD by submitting a request in writing addressed to the Director of DBD through the Contracting Officer. The request must include a revised Schedule of Participation to include the substitute CBE-A/E and a Letter of Intent from the substitute CBE-A/E. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CBE-A/Es contacted, and the date of contact for each CBE-A/E. All certified CBE-A/Es certified in the appropriate professional service area under the technical certification categories must be contacted in order to prove lack of an available CBE-A/E.
 - ii. The Compliance Monitor shall be responsible for monitoring the performance of the successful respondent regarding compliance with agreement set-asides, or subconsultant goals applied to the agreements. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of CBE-A/Es from that described on the Schedule of Participation, and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the agreement that shall be monitored include, but are not limited to:
 - (1) Termination of a CBE-A/E's subconsultant agreement;
 - (2) Reduction in the scope of work to be performed by a CBE-A/E;

(3) Modifications to the terms of payment or price to be paid to a CBE-A/E; or

(4) Failure to enter into a subconsultant agreement with a CBE-A/E being utilized to meet a subconsultant goal.

iii. Excuse from entering into subconsultant agreements:

If, prior to execution of a subconsultant agreement required by these Provisions, the successful respondent submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware until subsequent to the date of the award of the agreement, a CBE-A/E who is to enter into such subconsultant agreement has unreasonably refused to execute the subconsultant agreement, or is not available, the successful respondent shall be excused from executing such subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below shall apply to this paragraph.

iv. Termination of Subconsultant Agreements:

If, after execution of a subcontract required by these Provisions the successful respondent submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not be reasonably have been aware until subsequent to the date of execution of such subconsultant agreement, a CBE-A/E, who entered into such subconsultant agreement has committed a material breach of the subconsultant agreement, the successful respondent shall be entitled to exercise such rights as may be available to him/her to terminate the subconsultant agreement. The procedures of paragraphs (v.) and (vi.) below apply to this paragraph.

v. County's Determination of Respondent's Excuse or Termination:

If the successful respondent at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Respondent has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the successful respondent, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraph (vi.) below apply to this paragraph.

vi. Alternative Subconsultant Agreements:

- (1) If the successful respondent is excused from entering into a subconsultant agreement or rightfully terminates a subconsultant agreement under this Administrative Order and without such subconsultant agreement, the Successful Respondent will not achieve the level of CBE-A/E participation upon which the agreement was awarded, the Successful Respondent shall make every reasonable effort to propose and enter into an alternative subconsultant agreement or subconsultant agreements for the same work to be performed by another available CBE-A/E as appropriate, for a subconsultant agreement price or prices totaling not less than the subconsultant agreement price under the excused or terminated subconsultant agreement, less all amounts previously paid thereunder.
- (2) The Successful Respondent must submit to the Compliance Officer a revised Schedule of Participation or Set-Aside List of Subconsultants and Letter of Intent to include the substitute CBE-A/E.
- (3) A successful respondent that cannot secure a substitute CBE-A/E must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CBE-A/E. All CBE-A/Es certified within the appropriate professional service area under the technical certification categories must be contacted.
- (4) The Compliance Monitor may require the successful respondent to produce such information as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the respondent.
- (5) The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five (5) calendar days from the successful respondent's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the successful respondent's written objection within ten (10) days of receipt of these objections.

I. SANCTIONS FOR AGREEMENT VIOLATIONS

Proposal and agreement documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a respondent's violation of or failure to comply with the CBE-A/E Ordinance, Administrative Order and these Provisions may result in the imposition of one or more of the following sanctions:

1. The suspension of any payment or-part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage;
3. Issuance of fines of up to two (2%) percent of the contract amount, said fines to be deducted from invoices;
4. Termination, suspension, or cancellation of the agreement in whole or part;
5. In the event a respondent or CBE-A/E attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter II A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the project on which the respondent or CBE-A/E committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the respondent or CBE-A/E has on County projects. In each instance, the respondent or CBE-A/E shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The respondent or CBE-A/E may also be subject to debarment.
6. In the event that a respondent fails to achieve the CBE-A/E measures after the agreement completion, the respondent will be required to make up the CBE-A/E deficit for an amount equal to double the amount of the CBE-A/E measure deficiency. The procedures for making up the CBE-A/E deficit are as follows:
 - a. Upon completion of a County agreement with CBE-A/E measures, the compliance monitor for DBD, in accordance with County Code governing the CBE-A/E program, will obtain the final Architecture & Engineering Utilization Report and determine if the respondent has met the CBE-A/E measures.
 - b. If the respondent has not met the CBE-A/E measures, the compliance officer will notify the respondent in writing of the CBE-A/E deficit.
 - c. If the respondent is found in non-compliance with the CBE-A/E measures, the compliance officer may issue a letter of non-compliance requesting that the respondent make up the CBE-A/E deficit on an existing or future County agreement for double the amount of the deficit on the agreement in question. The respondent will also be required to submit a plan indicating any current or

future County agreements in which the CBE-A/E deficit will be remedied.

- d. The respondent must respond to DBD in writing within ten (10) business days from the date of the non-compliance letter. The respondent must acknowledge receipt of the non-compliance letter and provide a plan to make up the CBE-A/E measure.
- e. The compliance monitor will review the plan for approval.
- f. When an agreement is identified in which the CBE-A/E measure deficit will be remedied, the respondent will provide a Schedule of Participation and Letter(s) of Intent for the CBE-A/E firm(s) that will be utilized in making up the deficit.
- g. The respondent will remain in a non-compliance status until the CBE-A/E make-up goal has been achieved.
- h. Failure of the respondent to make up the CBE-A/E measure when opportunities are available on existing or future County agreements, will result in the sanctions or the imposition of other penalties, or as referenced in Sections I. and J.

Some of the agreement violations that may result in the imposition of the sanctions listed in Section I. above include, but are not limited to, the following:

- i. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a final as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
- ii. A prime consultant not meeting CBE-A/E Program subconsultant goal requirements;
- iii. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
- iv. Failure to submit Architecture & Engineering Utilization Reports;
- v. Failure to comply with CBE-A/E certification requirements, including not-maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
- vi. Failure to maintain certification;
- vii. Deviations from the Schedule of Participation without prior approval from DBD;

- viii. Termination of the CBE-A/E's agreement without prior approval from DBD;
- ix. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from DBD;
- x. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from DBD; or
- xi. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Schedule of Participation to meet a subconsultant goal.

J. ADMINISTRATIVE PENALTIES

1. DEBARMENT

- a. The County may debar a CBE-A/E or a non-CBE-A/E for violation of, or non-compliance with, the provisions of the County Code governing the CBE-A/E Program and implementing proposal documents.
- b. Causes for debarment are as noted in Section 10-38 of the Code. These include but are not limited to, a preponderance of evidence that the CBE-A/E has forfeited a bond or defaulted on financial assistance, either of which was provided under the CBE-A/E program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with these Provisions through fraud, misrepresentation, or material misstatement.

2. DECERTIFICATION

Violations of certification requirements are addressed in Section II of this Administrative Order 3-32.

K. APPEALS PROCESS

- 1. This appeals process does not apply to appeals of decisions made pursuant to proposal documents implementing the CBE-A/E program when such proposal documents provide procedures for appeals of such decisions.
- 2. Upon a denial of certification, a decertification, a determination of non-compliance with the requirements of provisions of the County Code governing the CBE-A/E program, or implementing proposal documents, which decision will be final unless appealed, the Compliance Monitor shall notify the affected party, in writing, setting forth the reasons for the determination and advising of this appeals process.

3. The affected party may appeal the determination by filing a written appeal with the Director of DBD within thirty (30) days of receipt of the notice.
4. DBD shall forward all written appeals to the RC. The RC or a committee thereof appointed by the chairperson shall hear all appeals and forward recommendations regarding the appeal to the County Manager.
5. Decisions by the County Manager shall be final unless the County Commission agrees in its sole discretion upon request by the affected party to review the County Manager's decision.

L. APPENDICES

1. Forms

- a. Schedule of Participation (CBE 101)
- b. Letter of Intent (CBE 102)
- c. Certificate of Unavailability (CBE 103)
- d. Set-Aside List of Subcontractors (CBE 104)
- e. Architecture & Engineering Utilization Report

SCHEDULE OF PARTICIPATION

Project No.

This form must be completed by the Prime Consultant listing all certified CBE-A/E subconsultants that will be utilized for scopes of work on the project. Proposers must include a completed Schedule of Participation (CBE 101) in the proposal document at the time of proposal submittal. In addition, all Prime Consultants must include the Letters of Intent (CBE 102) in the proposal document for all CBE-A/E subconsultants that will be utilized on the project; or the Prime Consultant may submit the Letters of Intent for the Contracting Officer by 4:00 p.m. on the second business day following proposal opening. The portion of the work to be performed by the CBE-A/E member of a joint venture is to be set forth in detail separately from the work to be performed by the non-CBE-A/E member of the joint venture.

| Name of Prime Consultant | CBE-A/E Certification No. | CBE-A/E Certification Exp. | Type of Work to be Performed by Prime Consultant | % of Proposal |
|--------------------------|------------------------------|-------------------------------|--|------------------|
| | | | | |

[illegible]

Check box if Unavailability Certificates are or will be provided in lieu of or in addition to this Schedule of Participation to demonstrate the lack of availability.



Date _____

Title

Name of CEO or President

Figure 1

This form must be completed by all certified CBE-A/E subconsultants and submitted to the Prime Consultant. The Prime Consultant must include Letters of Intent in the proposal document for all CBE-A/E subconsultants that will be utilized on the project. The Letters of Intent may also be submitted by the Prime Consultant to the Contracting Officer by 4:00 p.m. on the second business day following proposal submission due date. Expenditures listed on the Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the goal.

CONTRACT NAME: _____

The undersigned holds DBD Certification No. _____, expiring on _____
Federal Employer Identification No. _____

| Item No. | Scope – Description of Work Items | Percentage Amount |
|----------|-----------------------------------|-------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Total | |

Date _____

Name of CBE Firm

CERTIFICATE OF UNAVAILABILITY

I, _____, _____
Name Title
of _____ certify that on _____
Firm Name Date

I contacted the _____
CBE-A/E

to obtain a bid for work items to be performed on Miami-Dade County Contract No. _____

| Work Items Sought | Form of proposal sought |
|-------------------|-------------------------|
| | |
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| | |
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| | |
| | |

Signature

Print Name

Title

I, _____ was offered the above opportunity to submit a proposal.
CBE-A/E

I am unavailable to perform the above work at the above specified time due to:

I am aware that Miami-Dade County Administrative Order provide that: "Any CBE-A/E that fails to bid at a minimum the lesser of three (3) or 50 percent of the available projects, in its primary certified service area, during the certification year may be decertified or denied recertification.

Signature

DBD Certification Number

Print Name

Expiration Date

Title

**SET-ASIDE LIST OF SUBCONSULTANTS
COMMUNITY BUSINESS ENTERPRISE
FOR A/E PROFESSIONAL SERVICES**

This form must be completed by the Prime Consultant listing all certified CBE-A/E subconsultants that will be utilized for scopes of work on the project. Proposers must include a completed Set-Aside List of Subconsultants in the proposal document at the time of proposal submission. In addition, all Prime Consultants must include Letters of Intent (CBE 102) in the proposal documents for all CBE-A/E subconsultants that will be utilized on this project; or the Prime Consultant may submit Letters of Intent to the Contracting Officer by 4:00 p.m. on the second day following proposal submission.

Name of Proposer _____ Project Number _____
 Location _____

| Name of Prime Consultant | CBE-A/E Certification No. | Type of Work to be Performed | Percentage Amount |
|--------------------------|---------------------------|------------------------------|-------------------|
| | | | |

| Name of Subconsultant | CBE-A/E Certification No. | Type of Work to be Performed | Percentage Amount |
|-----------------------|------------------------------|------------------------------|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total | | | |

To be completed by the Prime Consultant.

I certify that the representations contained in this Set-Aside List of Subconsultants are to the best of my knowledge true and accurate.

| Prime Signature | Prime Name (Print) | Prime Title (Print) | Date |
|------------------------|---------------------------|----------------------------|-------------|
| | | | |

☐ Check if Certificates of Unavailability are included in addition to this Set-Aside List of Subconsultants to demonstrate lack of availability of CBE-A/E subconsultants.

CBE MEASURE

☐ FINAL REPORT (PARTS 1A, 2 & 3)

MONTHLY REPORT (PARTS 1A & 1B)

PARTS 1A & 1B

This part is to be completed by the Prime Consultant and forwarded to the User Department

This report is required by Metropolitan Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to Florida Statutes (F.S.) §37.06, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 755.082, F.S. 755.083 and F.S. 755.084.

| | | | | | | |
|--|-----------------------|-----------------------------------|--------------------------|----------------------------------|---|-----------|
| A | REPORTING PERIOD | | PROJECT NAME | | PROJECT NO. | |
| | FROM: | | PROJECT LOCATION | | NTP DATE | |
| | TO: | | USER DEPARTMENT | | | |
| | CBE MEASURE: | | USER DEPT. PROJ. MANAGER | | PHONE | FACSIMILE |
| AMOUNT REQUISITIONED THIS PERIOD | | AMOUNT REQUISITIONED TO DATE | | AMOUNT PAID TO DATE | | |
| AMOUNT SUBS REQUISITIONED THIS PERIOD | | AMOUNT SUBS REQUISITIONED TO DATE | | AMOUNT PAID TO SUBS TO DATE | | |
| PRIME CONTRACTOR | | CONTRACT AWARD | | CHANGE ORDER MODIFICATION AMOUNT | | |
| | | | | ADDITIONAL SERVICES AMOUNT | | |
| | | | | | | |
| NAME OF FIRM | | | | PERCENTAGE OF CONTRACT COMPLETED | | |
| ADDRESS | | | | | | |
| TELEPHONE | | FACSIMILE | | PROJECT MANAGER (PRIME CONTR.) | | |
| SUBCONSULTANTS | | | | | | |
| B | NAME OF SUBCONSULTANT | | AGREEMENT AMOUNT | | DESCRIPTION OF WORK | |
| | | | | | GOAL (IF APPLICABLE) % | |
| | | | | | \$ AMOUNT SUB REQUISITIONED THIS PERIOD | |
| | | | | | AMOUNT PAID TO SUB TO DATE | |
| | | | | | ACTUAL STARTING DATE | |
| | | | | SCHEDULED COMPLETION DATE | | |
| AUTHORIZED SIGNATURE OF PRIME CONTRACTOR | | PRINT NAME | | TITLE | | DATE |

COUNTY USE

AUTHORIZED SIGNATURE OF PROJECT MANAGER _____
 PRINT NAME _____
 DATE _____

263

This part is to be completed by the Subconsultants and forwarded to the Prime Consultant.

PART 3

This part is to be executed by the Prime Consultant and forwarded to the User Department.

SIGNATURE OF AFFILIANT (PRIME CONSULTANT)

TITLE

This

day of

2002

PRINTED NAME OF AFFIANT

DATE _____

NOTARY PUBLIC

COUNTY USE

This part is to be completed by the User Department and forwarded with Final Requisition to DBD.

AUTHORIZED SIGNATURE OF PROJECT MANAGER

PRINT NAME _____

DATE _____

SCHEDULE OF PARTICIPATION COMMUNITY BUSINESS ENTERPRISE FOR A/E PROFESSIONAL SERVICES

Name of Prime Consultant: **Gurri Matute PA**

Project No. **A04-MDAD-01**

This form must be completed by the Prime Consultant listing all certified CBE-A/E subconsultants that will be utilized for scopes of work on the project. Proposers must include a completed Schedule of Participation (CBE 101) in the proposal document at the time of the proposal submittal. In addition, all Prime Consultants must include Letters of Intent (CBE 102) in the proposal document for all CBE-A/E subconsultants that will be utilized on the project; or the Prime Consultant may submit the Letters of Intent for the Contracting Officer by 4:00 p.m. on the second business day following proposal opening. The portion of the work to be performed by the CBE-A/E member of a joint venture is to be set forth in detail separately from the work to be performed by the non-CBE-A/E member of the joint venture.

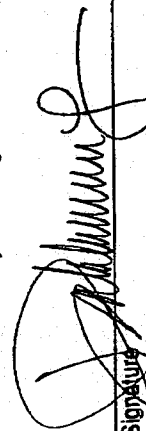
| Name of Prime Consultant | CBE-A/E Certification No. | CBE-A/E Certification Exp. | Type of Work to be performed by Prime Consultant | % of Proposal |
|--------------------------|---------------------------|----------------------------|--|---------------|
| Gurri Matute PA | 1090 | 07/31/04 | 14.00 Architecture | 14% |

| Name of Subconsultant | CBE-A/E Certification No. | CBE-A/E Certification Exp. | Type of Work to be performed by Subconsultant | % of Proposal |
|------------------------------------|---------------------------|----------------------------|---|---------------|
| Douglas Wood | 5163 | 01/31/05 | 11.00 General Structural Engineering | 5% |
| Douglas Wood | 5163 | 01/31/05 | 17.00 Engineering Construction Mgmt. | 5% |
| WA Berry | 4886 | 12/31/04 | 12.00 General Mechanical Engineering | 28% |
| WA Berry | 4886 | 12/31/04 | 13.00 General Electrical Engineering | 28% |
| WA Berry | 4886 | 12/31/04 | 17.00 Engineering Construction Mgmt. | 15% |
| Civil Works, Inc. | 530 | 08/31/04 | 16.00 General Civil Engineering | 3% |
| Planning and Economics Group, Inc. | 1875 | 05/31/04 | 19.14 Architecture | 2% |

To be completed by the Prime Consultant

I certify that the representations contained in this Schedule of Participation are to the best of my knowledge true and accurate

Check if Unavailability Certifications are or will be provided in lieu of or in addition to this Schedule of Participation to demonstrate the lack of availability.

Signature 

Print Name **Daphne i. Gurri, AiA**

Title **Principal/President**

Name of CEO or President **Daphne i. Gurri**

Date **03-25-04**

Post-it® Fax Note **7671**

| | |
|-----------------------------|-------------------------------|
| Date 8/20/04 | # of pages 6 |
| To Susaul Pascual | From Fernando Pomarosi |
| Co./Dept. MDC/MDAD | Co. MDC/CICC |
| Phone # 305.876.7815 | Phone # 305.375.5637 |
| Fax # 305.876.8068 | Fax # 305.375.1083 |

SET-ASIDE LIST OF SUBCONSULTANTS COMMUNITY BUSINESS ENTERPRISE FOR A/E PROFESSIONAL SERVICES

This form must be completed by the Prime Consultant listing all certified CBE-A/E subconsultants that will be utilized for scopes of work on the project. Proposers must include a completed Set-Aside List of Subconsultants in the proposal document at the time of proposal submission. In addition, all Prime Consultants must include Letters of Intent (CBE 102) in the proposal documents for all CBE-A/E subconsultants that will be utilized on this project; as the Prime Consultant may submit Letters of Intent to the Contracting Officer by 4:00 p.m. on the second day following proposal submission.

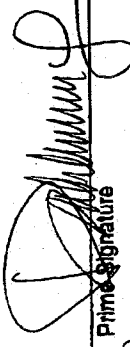
Name of Prime Consultant: **Gurri Matute PA** Project No. **A04-MDAD-01**

Location: **801 Monterey Street, Suite 205A, Coral Gables, FL 33134**

| Name of Prime Consultant | CBE-A/E Certification No. | CBE-A/E Certification Exp. | Type of Work to be performed by Prime Consultant | % of Proposal |
|------------------------------------|---------------------------|----------------------------|--|---------------|
| Gurri Matute PA | 1090 | 07/31/04 | 14.00 Architecture | 14% |
| Name of Subconsultant | CBE-A/E Certification No. | CBE-A/E Certification Exp. | Type of Work to be performed by Subconsultant | % of Proposal |
| Douglas Wood | 5163 | 01/31/05 | 11.00 General Structural Engineering | 5% |
| Douglas Wood | 5163 | 01/31/05 | 17.00 Engineering Construction Mgmt. | 5% |
| WA Berry | 4886 | 12/31/04 | 12.00 General Mechanical Engineering | 28% |
| WA Berry | 4886 | 12/31/04 | 13.00 General Electrical Engineering | 28% |
| WA Berry | 4886 | 12/31/04 | 17.00 Engineering Construction Mgmt. | 15% |
| Civil Works, Inc. | 530 | 08/31/04 | 16.00 General Civil Engineering | 3% |
| Planning and Economics Group, Inc. | 1875 | 05/31/04 | 19.14 Architecture | 2% |

To be completed by the Prime Consultant

I certify that the representations contained in this Set-Aside List of Subconsultants are to the best of my knowledge true and accurate


Prime Signature

Daphne I. Gurri, AIA Principal
Prime Name Prime Title

03-25-04
Date



Check if Certificates of Unavailability are included in addition to this Set-Aside List of Subconsultants to demonstrate lack of availability of CBE-A/E subconsultants.

**LETTER OF INTENT
COMMUNITY BUSINESS ENTERPRISE
FOR A/E PROFESSIONAL SERVICES
PARTICIPATION**

This form must be completed by all certified CBE-A/E subconsultants and submitted to the Prime Consultant. The Prime Consultant must include Letters of Intent in the proposal document for all CBE-A/E subconsultants that will be utilized on the project. The Letters of Intent may also be submitted by the Prime Consultant to the Contracting Officer by 4:00 p.m. on the second business day following proposal submission due date. Expenditures listed on the Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the goal.

TO: Gurri Matute, P.A.
Name of Prime Consultant

CONTRACT NAME: MIA Building 890/25 Overhaul ADF

CONTRACT NO.: A04-MDAD-01

The undersigned holds DBD Certification No. 5163, expiring on 01/31/2005
Federal Employer Identification No. 650343713

The undersigned intends to perform the following work in connection with the above contract:

| Item No. | Scope - Description of Work Items | Percentage Amount |
|----------|-------------------------------------|-------------------|
| 11.00 | General Structural Engineering | 5% |
| 17.00 | Engineering Construction Management | 5% |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total | | 10% |

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, the ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Douglas Wood
Subconsultant Signature

March 19, 2004

Date

Douglas Wood, P.E.

President

Print Name

Title

Douglas Wood & Associates, Inc.

Name of CBE Firm

**LETTER OF INTENT
COMMUNITY BUSINESS ENTERPRISE
FOR A/E PROFESSIONAL SERVICES
PARTICIPATION**

This form must be completed by all certified CBE-A/E subconsultants and submitted to the Prime Consultant. The Prime Consultant must include Letters of Intent in the proposal document for all CBE-A/E subconsultants that will be utilized on the project. The Letters of Intent may also be submitted by the Prime Consultant to the Contracting Officer by 4:00 p.m. on the second business day following proposal submission due date. Expenditures listed on the Schedule of Participation that are not confirmed by a properly executed letter of intent shall not count toward the goal.

TO: Gurri Matute PA Architecture
Name of Prime Consultant

CONTRACT NAME: MIABUILDING 890/25 OVERHAUL ADF

CONTRACT NO.: A04-MDAD-01

The undersigned holds DBD Certification No. 4886, expiring on 12/31/04
Federal Employer Identification No. 65-0392563

The undersigned intends to perform the following work in connection with the above contract:

| Item No. | Scope – Description of work Items | Percentage Amount |
|----------|-------------------------------------|-------------------|
| 12.00 | All Mechanical engineering services | 28% |
| 13.00 | All Electrical engineering services | 28% |
| 17.00 | Construction Management | 15% |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total | | 71% |

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, the ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subconsultant Signature

Date 3/23/04

| | |
|--------------------------|-----------------------|
| Zoila E. De Yurre | Vice-President |
| Print Name | Title |

William A. Berry & Assoc., Inc.
Name of CBE Firm

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**LETTER OF INTENT
COMMUNITY BUSINESS ENTERPRISE
FOR A/E PROFESSIONAL SERVICES
PARTICIPATION**

This form should be completed by all certified CBE-AE subconsultants and submitted to the Prime Consultant. The Prime Consultant must include Letters of Intent in the proposal document for all CBE-A/E subconsultants that will be utilized on the project. The Letters of intent may also be submitted by the Prime Consultant to the Contracting Officer by 4:00 p.m. on the second business day following proposal submission due date. Expenditures listed on the Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the goal.

To: Gurri Matute, PA
Name of Prime Consultant

Contract Name MIA Building 890/25 Overhaul ADF

Contract Number A04-MDAD-01

The undersigned holds DBD Certification No. 530, expiring on 8/31/04.
Federal Employer Identification Number: 65-03673629.

The Undersigned intends to perform the following work in connection with the above contract:

| Item No. | SCOPE - Description of Work Items | Subconsultant % of Work |
|----------|-----------------------------------|-------------------------|
| 16.00 | General Civil Engineering | 3% |
| | | |
| | | |
| | | |
| Total | | 3% |

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods and services, the ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.



Subconsultant Signature

Linda M. Bell P.E.

Subconsultant Print Name

President

Title

3/24/04

Date

Civil Works, Inc.

Name of CBE Firm

cbe102GMA.wpd

**LETTER OF INTENT
COMMUNITY BUSINESS ENTERPRISE
FOR A/E PROFESSIONAL SERVICES
PARTICIPATION**

This form must be completed by all certified CBE-A/E subconsultants and submitted to the Prime Consultant. The Prime Consultant must include Letters of Intent in the proposal document for all CBE-A/E subconsultants that will be utilized on the project. The Letters of Intent may also be submitted by the Prime Consultant to the Contracting Officer by 4:00 p.m. on the second business day following proposal submission due date. Expenditures listed on the Schedule of Participation that are not confirmed by a properly executed Letter of Intent shall not count toward the goal.

TO: Gurri Matute, PA
Name of Prime Consultant

CONTRACT NAME: MIA Building 890/25 Overhaul ADF

CONTRACT NO.: CICC PROJECT NO. A04-MDAD-01

The undersigned holds CBE Certification No. 1875, Expiring on May 31, 2004
Federal Employer Identification No. 65-0526212

The undersigned intends to perform the following work in connection with the above contract:

| Item No. | Scope - Description of Work Items | Percentage Amount |
|----------|-----------------------------------|-------------------|
| 19.14 | Architecture | 2% |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total | | 2% |

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, the ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Isabel Gonzalez-Jettinghoff
Subconsultant Signature

March 10, 2004
Date

Isabel Gonzalez-Jettinghoff President
Print Name Title

Planning and Economics Group, Inc.
Name of CBE Firm

AFFIDAVITS

MIAMI-DADE COUNTY

MIAMI-DADE COUNTY AVIATION DEPARTMENT
SINGLE EXECUTION AFFIDAVITS AND CERTIFICATIONS

Project Title MIA Building 890/25 Overhaul ADF

Project Number D099B

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared, Daphne I. Gurri (Print Name)
who is personally known to me or who has provided _____
as identification and who did (did not) take an oath, and who stated:

That he is the duly authorized representative of

Gurri Matute, PA

(Name of Firm/Respondent)

801 Monterey Street, Suite 205A, Coral Gables, FL 33134

(Address of Firm/Respondent)

hereinafter referred to as the contracting entity being its

President

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits/certifications and say as follows.

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I**

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address* of the person or entity contracting or transacting business with Miami-Dade County is:

2. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* and title for each officer.

Gurri Matute, PA; 801 Monterey Street, #205A, Coral Gables FL 33134

Daphne I. Gurri, AIA; President, Treasurer & Secretary

José G. Matute, AIA; Vice President

3. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director.

Daphne I. Gurri; 801 Monterey Street, #205A, Coral Gables, FL 33134

José G. Matute; 801 Monterey Street, #205A, Coral Gables, FL 33134

4. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

Daphne I. Gurri 55%

José G. Matute 45%

Both at: 801 Monterey Street, #205A, Coral Gables, FL 33134

5. If the contract or business transaction is with a Trust, provide the full legal name and address* for each trustee and each beneficiary. All such names and addresses are:

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (Cont'd)

6. The full legal name and business addresses* of any other individuals (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

| | |
|----------------------|----------------------|
| (a) President: _____ | (b) President: _____ |
| Vice-Pres: _____ | Vice-Pres: _____ |
| Secretary: _____ | Secretary: _____ |
| Treasurer: _____ | Treasurer: _____ |

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

| | |
|----------------------|----------------------|
| (c) _____ (Name) | (d) _____ (Name) |
| (c) _____ (Title) | (d) _____ (Title) |

9. State whether the person or entity contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No):

10. State whether the entity provides company paid health care benefits to be paid to employees (Yes/No): _____.

11. Attach a list reflecting the current breakdown of the entity's work force as to race, national origin or gender.

(ADD EXTRA SHEETS IF NEEDED)

* Post Office Box addresses not acceptable.

** If a Joint Venture, list this information for each member of the Joint Venture

Firm Name: **Gurri Matute, PA**
 Address: 801 Monterey St., Ste. 205 A, Coral Gables, FL
 Payroll as of : 07-23-04

STATISTICAL
WORKFORCE
ANALYSIS

RACIAL AND ETHNIC GROUP STATUS

| Job Category | W - WHITE | | AA - AFRICAN AMERICAN | | H - HISPANIC | | O - OTHER | | COMBINED TOTALS | | | | |
|---|-----------|--|-----------------------|--|--------------|--|-----------|--|-----------------|--|--|--|--|
| | | | | | | | | | | | | | |
| | M | | F | | M | | F | | | | | | |
| A. Total Number of Job Category | | | | | | | | | | | | | |
| B. Total Percentage per Job Category | | | | | | | | | | | | | |
| Principals and Managers | | | | | | | | | | | | | |
| A. IN-HOUSE TOTAL | | | | | | | | | | | | | |
| B. IN-HOUSE PERCENTAGES* | | | | | | | | | | | | | |
| Registered Professional (not incl. above) | | | | | | | | | | | | | |
| A. IN-HOUSE TOTAL | | | | | | | | | | | | | |
| B. IN-HOUSE PERCENTAGES* | | | | | | | | | | | | | |
| Other Professionals | | | | | | | | | | | | | |
| A. IN-HOUSE TOTAL | | | | | | | | | | | | | |
| B. IN-HOUSE PERCENTAGES* | | | | | | | | | | | | | |
| Para Professionals | | | | | | | | | | | | | |
| A. IN-HOUSE TOTAL | | | | | | | | | | | | | |
| B. IN-HOUSE PERCENTAGES* | | | | | | | | | | | | | |
| Office and Clerical | | | | | | | | | | | | | |
| A. IN-HOUSE TOTAL | | | | | | | | | | | | | |
| B. IN-HOUSE PERCENTAGES* | | | | | | | | | | | | | |
| Other (Define and List in narrative) | | | | | | | | | | | | | |
| A. IN-HOUSE TOTAL | | | | | | | | | | | | | |
| B. IN-HOUSE PERCENTAGES* | | | | | | | | | | | | | |
| TOTALS | | | | | | | | | | | | | |

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**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II**

**LIST ALL CONSTRUCTION CONTRACTS IN EFFECT WITH MIAMI DADE COUNTY
DURING THE LAST FIVE (5) YEARS:**

| CONTRACT DATE | DOLLAR AMOUNT OF ORIG.CONTRACT | FINAL AMT. OF CONTRACT | PERCENTAGE DIFFERENTIAL |
|--------------------------|---|-----------------------------------|------------------------------------|
|--------------------------|---|-----------------------------------|------------------------------------|

(1)

n/a

\$

\$

%

Summary of
Construction

Work performed

Litigation
Arising out
of Contract

(2)

\$

\$

%

Summary of
Construction

Work performed

Litigation
Arising out
of Contract

(ADD EXTRA SHEET(S) IF NEEDED.)

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**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)**

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

| AGREEMENT DATE | DOLLAR AMOUNT OF ORIG.AGREEMENT | FINAL AMT. OF AGREEMENT | PERCENTAGE DIFFERENTIAL |
|---------------------------|--|------------------------------------|------------------------------------|
|---------------------------|--|------------------------------------|------------------------------------|

(1)

| | | | |
|---------|-----------|---------------------|-------|
| 8-13-03 | \$ 30,900 | \$ on-going project | n/a % |
|---------|-----------|---------------------|-------|

Name of Dept. &
Summary of
Professional
Services
performed

Miami-Dade Aviation Department

Professional Architectural Services

MIA 3040 Bathroom Repairs

Litigation
Arising out
of Agreement

none

(2)

| | | | |
|----------|---------------|---------------------|-------|
| 02-26-03 | \$ 167,756.00 | \$ on-going project | n/a % |
|----------|---------------|---------------------|-------|

Name of Dept. &
Summary of
Professional
Services
performed

Miami-Dade Aviation Department

Professional Architectural Services

Concealed Spline Ceilings

Litigation
Arising out
of Agreement

none

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II (Cont'd)**

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

| AGREEMENT DATE | DOLLAR AMOUNT OF ORIG.AGREEMENT | FINAL AMT. OF AGREEMENT | PERCENTAGE DIFFERENTIAL |
|---------------------------|--|------------------------------------|------------------------------------|
|---------------------------|--|------------------------------------|------------------------------------|

(1)

| | | | |
|---------|-----------|-----------------|-------|
| 5-20-03 | \$ 44,170 | \$ Under Const. | n/a % |
|---------|-----------|-----------------|-------|

Name of Dept. &

Summary of _____ Miami Dade Aviation Department

Professional _____ Professional Archiectural Services

Services _____
performed _____ Re-Roofing Buildings 3038 & 3091

Litigation _____ none
Arising out _____
of Agreement _____

(2)

| | | |
|----------|----------|---------|
| \$ _____ | \$ _____ | % _____ |
|----------|----------|---------|

Name of Dept. &

Summary of _____

Professional _____

Services _____

performed _____

Litigation _____

Arising out _____

of Agreement _____

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART III**

- A. How long has firm been in business? 1996
- B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? Daphne I. Gurri, AIA
If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.
- C. List firm's private sector business for the last five (5) years:

| | <u>NAME OF CLIENT</u> | <u>DESCRIPTIVE TITLE OF PROJECT</u> |
|-----|----------------------------------|-------------------------------------|
| (1) | <u>Demetrio & Vilma Pina</u> | <u>10,500 SF Custom Residence</u> |
| (2) | <u>Cafe Demetrio</u> | <u>Remodel to Coral Gables cafe</u> |
| (3) | <u>Ego Restaurant</u> | <u>Interior Remodel</u> |
| (4) | <u>Mama Cuchara Restaurant</u> | <u>Remodel - Interior</u> |
| (5) | <u></u> | <u></u> |

(ADD EXTRA SHEET(S) IF NEEDED.)

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies.]**

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing

officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list.
[Please attach a copy of the final order.]

_____ The person or affiliate has not been placed on convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Consultant's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a proposal.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami- Dade County.

CRIMINAL RECORD AFFIDAVIT

Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

☒ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

☐ has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

Miami-Dade County Resolution No. R-385-95.

Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with

the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.

Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and consultants who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with

the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.

MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES CERTIFICATION

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.

CODE OF BUSINESS ETHICS CERTIFICATION

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's code varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.

Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.
- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.
- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors, Consultants, Vendors, and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.
- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsely disparage our competitors.
- We, the undersigned Contractor will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable.
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Contractor.
- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.

- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and the political process to the extent permitted by law.
- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.
- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

DEPARTMENT OF BUSINESS DEVELOPMENT AFFIRMATIVE ACTION PLAN SECTION

ORDINANCE NO. 98-30

AAP/PP AFFIDAVIT

Pursuant to Miami-Dade County's Ordinance No. 98-30, Section 2-8.1.5, entities with annual gross revenues in excess of \$5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and 2) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority - and women - owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:



My firm provides engineering, architectural, landscape architectural, land surveying and mapping services.
My firm has forwarded our affirmative action to the Department of Business Development for review.

My firm has annual gross revenues in excess of \$5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.

My firm has annual gross revenues less than \$5,000,000. Therefore, Ordinance No. 98-30 is not applicable.

My firm has a Board of Directors which is representative of the population make-up of the nation. (Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT

Project No.: _____ Date: _____

Project Title: _____

STATE OF FLORIDA)

ss

COUNTY OF MIAMI-DADE)

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Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: Daphne I. Gurri, AIA after being first dully sworn, upon oath deposes and says that he is an authorized representative of:

Gurri Matute, PA

(Legal name, Corporation, Partnership, Firm, Individual)

hereinafter called Firm/Respondent) located at 801 Monterey St., Ste. 205A, (address, Coral Gables, FL 33134 city, state)

and, that said Firm/Respondent has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said respondent has a current Board of Directors Disclosure form as required by Ordinance 98-30, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under File No. 2001-0992 and the expiration date of August 31, 2005

Witness:

[Signature]
(Signature)

Witness:

[Signature]
(Signature)

By

[Signature]
(Signature)
[Signature]
(Legal Name and Title)

The foregoing instrument was acknowledged before me this 14th day of October 2004

FOR A CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

by: Daphne I. Gurri Having the title of President

(☒) a Florida corporation () partnership () joint venture

He/She is (☒) personally known to me, or

() has produced

As identification.

Notary Seal:



Notary Signature:

Type or print name: Susan Hernandez

Please note:

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires firms with annual gross revenues in excess of five (5) million dollars have an affirmative action plan/procurement policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt.

For Questions regarding these requirements contact the Department of Business Development at (305) 349-5960

This affidavit must be properly executed by the respondent and included in the proposal/bid.

FAIR SUBCONTRACTING POLICIES CERTIFICATION (ORDINANCE 97-35)

All selected consultants on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring consultants to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- invites local subcontractors to submit bids/proposals in a practical, expedient way;
- provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- allows local subcontractors to meet with appropriate personnel of the consultant to discuss the consultant's requirements; and
- awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

August 16, 2004

Ms. Susan Hernandez
GURRI - MATUTE P. A.
801 Monterey St, Suite 205A
Coral Gables, FL 33134

RE: Affirmative Action Plan (No. 2001-0992)

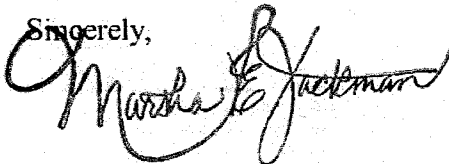
Dear Ms. Hernandez:

Your Affirmative Action Plan for 2004 - 2005 has been approved. A copy of your Declaration of Policy is enclosed for display in a conspicuous location within your facility.

This approval is effective until August 31, 2005. You should submit an updated plan to this Department thirty (30) days prior to the expiration date. In the event of a change in the firm's name, address, telephone number or dissolution of the firm, please notify this Department.

If you have any questions, please contact Christine Amaya in the Affirmative Action Unit at (305) 375-5411.

Sincerely,



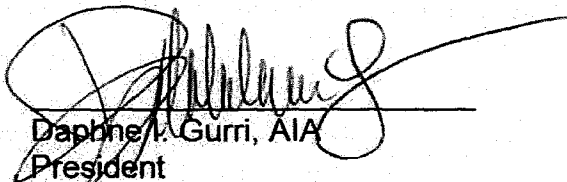
Marsha E. Jackman
Director



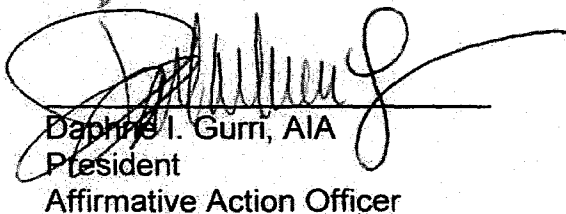
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DECLARATION OF POLICY

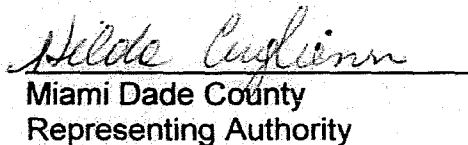
In accordance with requirements of Miami Dade County Ordinances 82-37, Ordinance 98-30 and Resolution No. 1049-93, **Gurri Matute PA** affirms its commitment to the submittal of an Affirmative Action Plan for the purpose of maintaining equal employment and promotional opportunity with part particular emphasis on the minority workforce population and the utilization of Minority professional firms, consultants and/or suppliers.


Daphne I. Gurri, AIA
President

August 4, 2004
Date


Daphne I. Gurri, AIA
President
Affirmative Action Officer

August 4, 2004
Date


Miami Dade County
Representing Authority

August 13, 2004
Date

consultant's stated objectives.

All consultants seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures. Consultants who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Consultant that may agree with the Consultant to perform a portion of a contract.

The term "subcontract" means an agreement between a Consultant and a subcontractor to perform a portion of a contract between the Consultant and the County.

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS CERTIFICATION:

In accordance with Ordinance 97-104, amended by Ordinance 00-30, all successful bidders and consultants on County contracts for purchases of supplies, materials or services, including professional services, which involve the expenditures of \$100,000 or more and all bidders or consultants on County or Public Health Trust construction contracts which involve the expenditure of \$100,000 or more shall provide, as a condition of award, a listing which identifies all first tier subcontractors who will perform any part of the contract work and describes the portion of the work such subcontractor will perform, and all suppliers who will supply materials for the contract work direct to the bidder or consultant and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A bidder or consultant who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the work to be performed or materials to be supplied from those identified in the listing provided except upon written approval by the County.

FALSE CLAIMS ORDINANCE AFFIDAVIT

The purpose of the Miami-Dade County False Claims Ordinance No. 99-152 is to deter persons from knowingly causing or assisting in causing the County to pay claims that are false, fraudulent, or inflated, and to provide remedies for obtaining damages and civil penalties of the County when money is sought or obtained from the County by reason of a false claim. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise for money, property or services made to any employee, officer, or agent of the County, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from or was provided by the County (hereinafter "County funds")

Additionally, Management shall maintain a final bid takeoff, that is, the final estimate, tabulation, or worksheet prepared by the bidder in anticipation of the bid submitted and which shall reflect the final bid price. The final bid takeoff shall contain a line item for allocation of overhead costs. The final bid takeoff is a condition precedent to submitting a claim under the Contract. Any violation of this ordinance may result in the sanctions provided for in the ordinance, including

debarment.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

The applicable affidavits pertaining to Architectural/Engineering Services, RFQ's, RFP's, and Bids will apply accordingly.

By:

[Signature]
Signature of Affiant
Daphne I. Gurri, President 6 / 5-1 / 0 / 3 / 8 / 1 / 2 / 6
Printed Name of Affiant and Title Federal Employment Identification Number

SUBSCRIBED AND SWORN TO (or affirmed) before me this 14th day of October, 2004
He/She is personally known to me or has presented _____ as identification.

[Signature] DD# 234839
Signature of Notary Type of identification Serial Number

Susan Hernandez 7-27-07
Print or Stamp Name of Notary Expiration Date

Notary Public - State of FIA.

Notary Seal



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